

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,)	
)	
Plaintiff,)	
	)	CIVIL ACTION
v.)	
	)	FILE NO.: 1:15-cv-2504-SCJ
PRUITTHEALTH, INC.,)	
f/k/a UHS-PRUITT CORP.,	)	CONFERENCE IS
	)	REQUESTED
Defendant.)	

[PROPOSED] CONSOLIDATED PRETRIAL ORDER

Plaintiff Caradigm USA LLC and Defendant Pruitthealth, Inc (“Pruitt”), by and through their undersigned counsel, submit this proposed consolidated pretrial order.

1.

There are no motions or other matters pending for consideration by the court except as noted:

On October 9, 2017, Pruitt filed a Motion for Clarification of Summary Judgment Order [Dkt. 93] and a Motion to Withdraw Jury Demand [Dkt. 94]. On October 17, 2017, Pruitt filed a Motion to Exclude Testimony of Plaintiff’s Proposed Expert Ian Ratner [Dkt. 95]. These motions are not yet submitted; Caradigm’s deadline to respond to Dkts. 93 and 94 is October 23, 2017, and its

deadline to respond to Dkt. 95 is October 31, 2017. No other motions are currently pending, but pursuant to the Court's August 22, 2017 scheduling order [Dkt. 92], the parties will file motions in limine, objections to deposition designations, and deposition cross-designations by November 14, 2017. The parties will file responses to motions in limine and objections to deposition cross-designations by December 8, 2017.

2.

All discovery has been completed, unless otherwise noted, and the court will not consider any further motions to compel discovery. (Refer to LR 37.1B). Provided there is no resulting delay in readiness for trial, the parties shall, however, be permitted to take the depositions of any persons for the preservation of evidence and for use at trial.

Discovery has been completed.

3.

Unless otherwise noted, the names of the parties as shown in the caption to this Order and the capacity in which they appear are correct and complete, and there is no question by any party as to the misjoinder or non-joinder of any parties.

The parties are correctly identified.

4.

Unless otherwise noted, there is no question as to the jurisdiction of the court; jurisdiction is based upon the following code sections. (When there are multiple claims, list each claim and its jurisdictional basis separately.)

This is a diversity case; jurisdiction is based on 28 U.S.C. § 1332(a)(1).

There is no dispute as to jurisdiction.

5.

The following individually-named attorneys are hereby designated as lead counsel for the parties:

Plaintiff: Christopher T. Giovinazzo
giovinazzo@bmelaw.com
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Bondurant, Mixson & Elmore, LLP
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(404) 881-4100

Defendant: Thomas E. Reilly
thomas.reilly@troutmansanders.com
Georgia Bar No. 600195
Troutman Sanders LLP
600 Peachtree Street, NE
Atlanta, Georgia 30308
(404) 885-3000

Other Parties: None

6.

Normally, the plaintiff is entitled to open and close arguments to the jury. (Refer to LR39.3(B)(2)(b)). State below the reasons, if any, why the plaintiff should not be permitted to open arguments to the jury.

None.

7.

The captioned case shall be tried (___) to a jury or (____) to the court without a jury, or (__X__) the right to trial by jury is disputed.

Pruitt's October 9, 2017 Motion to Withdraw Jury Demand [Dkt. 94] argues that no right to jury exists in this case and a bench trial is warranted. Caradigm opposes Pruitt's motion and will timely respond to assert that the case should be tried to a jury.

8.

State whether the parties request that the trial to a jury be bifurcated, i.e. that the same jury consider separately issues such as liability and damages. State briefly the reasons why trial should or should not be bifurcated.

The parties dispute whether the case will be tried to a jury. To the extent that the case is tried by a jury, no bifurcation is required because liability is already established. This trial is on damages only.

9.

Attached hereto as Attachment "A" and made a part of this order by reference are the questions which the parties request that the court propound to the jurors concerning their legal qualifications to serve.

Subject to the Court's ruling on Dkt. 94, the parties do not request any additions to Judge Jones's standard jury qualification questions.

10.

Attached hereto as Attachment “B-1” are the general questions which plaintiff wishes to be propounded to the jurors on voir dire examination.

Attached hereto as Attachment “B-2” are the general questions which defendant wishes to be propounded to the jurors on voir dire examination.

Attached hereto as Attachment “B-3”, “B-4”, etc. are the general questions which the remaining parties, if any, wish to be propounded to the jurors on voir dire examination.

The court, shall question the prospective jurors as to their address and occupation and as to the occupation of a spouse, if any. Counsel may be permitted to ask follow-up questions on these matters. It shall not, therefore, be necessary for counsel to submit questions regarding these matters. The determination of whether the judge or counsel will propound general voir dire questions is a matter of courtroom policy which shall be established by each judge.

Subject to the Court’s ruling on Dkt. 94, see Attachments “B-1” and “B-2.”

11.

State any objections to plaintiff’s voir dire questions:

State any objections to defendant’s voir dire questions:

State any objections to the voir dire questions of the other parties, if any:

The parties have no objections to each other’s proposed voir dire questions.

12.

All civil cases to be tried wholly or in part by jury shall be tried before a jury consisting of not less than six (6) members, unless the parties stipulate otherwise. The parties must state in the space provided below the basis for any requests for additional strikes. Unless otherwise directed herein, each side as a group will be allowed the number of peremptory challenges as provided by 28 U.S.C. § 1870. See Fed.R.Civ.P. 47(b).

The parties do not request additional strikes.

13.

State whether there is any pending related litigation. Describe briefly, including state and civil action number.

There is no pending related litigation.

14.

Attached hereto as Attachment “C” is plaintiff’s outline of the case which includes a succinct factual summary of plaintiff’s cause of action and which shall be neither argumentative nor recite evidence. All relevant rules, regulations, statutes, ordinances, and illustrative case law creating a specific legal duty relied upon by plaintiff shall be listed under a separate heading. In negligence cases, each and every act of negligence relied upon shall be separately listed. For each item of damage claimed, plaintiff shall separately provide the following information: (a) a brief description of the item claimed, for example, pain and suffering; (b) the dollar amount claimed; and (c) a citation to the law, rule, regulation, or any decision authorizing a recovery for that particular item of damage. Items of damage not identified in this manner shall not be recoverable.

15.

Attached hereto as Attachment “D” is the defendant’s outline of the case which includes a succinct factual summary of all general, special, and affirmative defenses relied upon and which shall be neither argumentative nor

recite evidence. All relevant rules, regulations, statutes, ordinances, and illustrative case law relied upon as creating a defense shall be listed under a separate heading. For any counterclaim, the defendant shall separately provide the following information for each item of damage claimed: (a) a brief description of the item claimed; (b) the dollar amount claimed; and (c) a citation to the law, rule, regulation, or any decision authorizing a recovery for that particular item of damage. Items of damage not identified in this manner shall not be recoverable.

16.

Attached hereto as Attachment “E” are the facts stipulated by the parties. No further evidence will be required as to the facts contained in the stipulation and the stipulation may be read into evidence at the beginning of the trial or at such other time as is appropriate in the trial of the case. It is the duty of counsel to cooperate fully with each other to identify all undisputed facts. A refusal to do so may result in the imposition of sanctions upon the non-cooperating counsel.

17.

The legal issues to be tried are as follows:

By the Plaintiff:

- (1) What was the entire value of the Agreement to Caradigm as of the date of Pruitt’s breach?
- (2) Should Caradigm be awarded prejudgment interest from the date of Pruitt’s breach until today, and if so, at what interest rate?
- (3) Should Caradigm be awarded its reasonable attorneys’ fees and expenses, and if so, in what amount?

By the Defendant:

- (1) Whether Caradigm proves to a reasonable certainty that it is entitled to recover damages as a result of Pruitt's anticipatory breach of the Cloud Services Agreement and, if so, in what amount.
- (2) Whether Caradigm's damages, if any, should be reduced due to Caradigm's failure to mitigate and, if so, in what amount.
- (3) Whether Pruitt is entitled to recoupment against Caradigm's damages, if any, due to the unsatisfactory performance of Caradigm and, if so, in what amount.
- (4) Whether the Limitation of Liability provision contained in Paragraph 23(f) of the Cloud Services Agreement limits Caradigm's recoverable damages, if any, in whole or in part.
- (5) Whether Caradigm is entitled to recover attorney's fees and litigation expenses under Paragraph 10 of the Cloud Services Agreement and, if so, in what amount.

18.

Attached hereto as Attachment "F-1" for the plaintiff, Attachment "F-2" for the defendant, and Attachment "F-3", etc. for all other parties is a list of all the witnesses and their addresses for each party. The list must designate the witnesses whom the party will have present at trial and those witnesses whom the party may have present at trial. Expert (any witness who might express an opinion under Rule 702), impeachment and rebuttal witnesses whose use as a witness can be reasonably anticipated must be included. Each party shall also attach to the list a reasonable specific summary of the expected testimony of each expert witness.

All of the other parties may rely upon a representation by a designated party that a witness will be present unless notice to the contrary is given ten (10) days prior to trial to allow the other party(s) to subpoena the witness or to obtain the witness' testimony by other means. Witnesses who are not

included on the witness list (including expert, impeachment and rebuttal witnesses whose use should have been reasonably anticipated) will not be permitted to testify, unless expressly authorized by court order based upon a showing that the failure to comply was justified.

19.

Attached hereto as Attachment “G-1” for the plaintiff, “G-2” for the defendant, and “G-3”, etc. for all other parties are the typed lists of all documentary and physical evidence that will be tendered at trial. Learned treatises which are expected to be used at trial shall not be admitted as exhibits. Counsel are required, however, to identify all such treatises under a separate heading on the party’s exhibit list.

Each party’s exhibits shall be numbered serially, beginning with 1, and without the inclusion of any alphabetical or numerical subparts. Adequate space must be left on the left margin of each party’s exhibit list for court stamping purposes. A courtesy copy of each party’s list must be submitted for use by the judge.

Prior to trial, counsel shall mark the exhibits as numbered on the attached lists by affixing numbered yellow stickers to plaintiff’s exhibits, numbered blue stickers to defendant’s exhibits, and numbered white stickers to joint exhibits. When there are multiple plaintiffs or defendants, the surname of the particular plaintiff or defendant shall be shown above the number on the stickers for that party’s exhibits.

Specific objections to another party’s exhibits must be typed on a separate page and must be attached to the exhibit list of the party against whom the objections are raised. Objections as to authenticity, privilege, competency, and, to the extent possible, relevancy of the exhibits shall be included. Any listed document to which an objection is not raised shall be deemed to have been stipulated as to authenticity by the parties and shall be admitted at trial without further proof of authenticity.

Unless otherwise noted, copies rather than originals of documentary evidence may be used at trial. Documentary or physical exhibits may not be submitted by counsel after filing of the pretrial order, except upon consent of all the parties or permission of the court. Exhibits so admitted must be numbered, inspected by counsel, and marked with stickers prior to trial.

Counsel shall familiarize themselves with all exhibits (and the numbering thereof) prior to trial. Counsel will not be afforded time during trial to examine exhibits that are or should have been listed.

The parties have agreed to mark the Exhibits as follows. This agreement is without prejudice to either party's ability to object to the admissibility of any exhibit.

- Joint Exhibits will be marked starting with the number "1"
- Plaintiff's Exhibits will begin with the number "20"
- Defendant's Exhibits will begin with the number "300"

Attachment "G-0" is the parties' Joint Exhibit List. Attachment "G-1" is Plaintiff's Exhibit list. Attachment "G-2" is Defendant's Exhibit List.

Attachment "J-1" is a list of Plaintiff's objections to the Joint Exhibits and to Defendant's Exhibits. Attachment "J-2" is a list of Defendant's objections to the Joint Exhibits and to Plaintiff's Exhibits.

20.

The following designated portions of the testimony of the persons listed below may be introduced by deposition:

By the Plaintiff:

See Attachment "K-1."

By the Defendant:

See Attachment “K-2.”

Any objections to the depositions of the foregoing persons or to any questions or answers in the depositions shall be filed in writing no later than the day the case is first scheduled for trial. Objections not perfected in this manner will be deemed waived or abandoned. All depositions shall be reviewed by counsel and all extraneous and unnecessary matter, including non-essential colloquy of counsel, shall be deleted. Depositions, whether preserved by stenographic means or videotape, shall not go out with the jury.

Pursuant to the Court’s August 22, 2017 scheduling order [Dkt. 92], the parties will file motions in limine, objections to deposition designations, and deposition cross-designations by November 14, 2017. The parties will file responses to motions in limine and objections to deposition cross-designations by December 8, 2017.

21.

Attached hereto as Attachments “H-1” for the plaintiff, “H-2” for the defendant, and “H-3”, etc. for other parties, are any trial briefs which counsel may wish to file containing citations to legal authority concerning evidentiary questions and any other legal issues which counsel anticipate will arise during the trial of the case. Limitations, if any, regarding the format and length of trial briefs is a matter of individual practice which shall be established by each judge.

The parties jointly request that the parties each be permitted to submit any desired trial briefs seven calendar days before trial.

22.

In the event this is a case designated for trial to the court with a jury, requests for charge must be submitted no later than 9:30 a.m. on the date on which the case is calendared (or specially set) for trial. Requests which are not timely filed and which are not otherwise in compliance with LR 51.1, will not be considered. In addition, each party should attach to the requests to charge a short (not more than one (1) page) statement of that party's contentions, covering both claims and defenses, which the court may use in its charge to the jury.

Counsel are directed to refer to the latest edition of the Eleventh Circuit District Judges Association's Pattern Jury Instructions and Devitt and Blackmar's Federal Jury Practice and Instructions in preparing the requests to charge. For those issues not covered by the Pattern Instructions or Devitt and Blackmar, counsel are directed to extract the applicable legal principle (with minimum verbiage) from each cited authority.

23.

If counsel desire for the case to be submitted to the jury in a manner other than upon a general verdict, the form of submission agreed to by all counsel shall be shown in Attachment "I" to this Pretrial Order. If counsel cannot agree on a special form of submission, parties will propose their separate forms for the consideration of the court.

Attachment "I-1" is Caradigm's proposed verdict form.

Subject to the Court's ruling on Dkt. 94, Attachment "I-2" is Pruitt's proposed verdict form.

24.

Unless otherwise authorized by the court, arguments in all jury cases shall be limited to one-half hour for each side. Should any party desire any additional time for argument, the request should be noted (and explained) herein.

No such request.

25.

If the case is designated for trial to the court without a jury, counsel are directed to submit proposed finding of fact and conclusions of law not later than the opening of trial.

26.

Pursuant to LR 16.3, lead counsel and persons possessing settlement authority to bind the parties met in person on September 26 2017, to discuss in good faith the possibility of settlement of this case. The court (____) has or (___X___) has not discussed settlement of this case with counsel. It appears at this time that there is:

- (____) A good possibility of settlement.**
- (____) Some possibility of settlement.**
- (___X___) Little possibility of settlement.**
- (____) No possibility of settlement.**

27.

Unless otherwise noted, the court will not consider this case for a special setting, and it will be scheduled by the clerk in accordance with the normal practice of the court.

Pursuant to the Court's August 22, 2017 scheduling order [Dkt. 92], the parties have agreed and the Court has directed that "[t]he case will be set for the

next available civil trial calendar after October 17, 2017.”

28.

The plaintiff estimates that it will require 2 days to present its evidence. The defendant estimates that it will require 2 days to present its evidence. The other parties estimate that it will require N/A days to present their evidence. It is estimated that the total trial time is 4 days.

29.

IT IS HEREBY ORDERED that the above constitutes the pretrial order for the above captioned case (____) submitted by stipulation of the parties or (____) approved by the court after conference with the parties.

IT IS FURTHER ORDERED that the foregoing, including the attachments thereto, constitutes the pretrial order in the above case and that it supersedes the pleadings which are hereby amended to conform hereto and that this pretrial order shall not be amended except by Order of the court to prevent manifest injustice. Any attempt to reserve a right to amend or add to any part of the pretrial order after the pretrial order has been filed shall be invalid and of no effect and shall not be binding upon any party or the court, unless specifically authorized in writing by the court.

IT IS SO ORDERED this ____ day of _____, 2017.

STEVE C. JONES
United States District Court Judge

Each of the undersigned counsel for the parties hereby consents to entry of the foregoing pretrial order, which has been prepared in accordance with the form pretrial order adopted by this court.

/s/ Christopher T. Giovinazzo

Christopher T. Giovinazzo

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***Counsel for Defendant PruittHealth,
Inc., f/k/a UHS-Pruitt Corp.***

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **[PROPOSED]**
CONSOLIDATED PRETRIAL ORDER was electronically filed with the Clerk
of Court using the CM/ECF system which will automatically send e-mail
notification of such filing to counsel of record as follows:

Thomas E. Reilly, Esq.
thomas.reilly@troutmansanders.com
W. Alex Smith, Esq.
alex.smith@troutmansanders.com
Troutman Sanders LLP
600 Peachtree Street, N.E., Suite 5200
Atlanta, Georgia 30308

This 17th day of October, 2017.

/s/ Christopher T. Giovinazzo
Christopher T. Giovinazzo
Georgia Bar No. 142165

**IN THE UNITED STATES DISTRICT COURT
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CARADIGM USA LLC,)	
)	
Plaintiff,)	
)	CIVIL ACTION
v.)	
)	FILE NO.: 1:15-cv-2504-SCJ
PRUITTHEALTH, INC.,)	
f/k/a UHS-PRUITT CORP.,)	
)	
Defendant.)	

**ATTACHMENT “A”
Joint Proposed Questions To Jurors
Regarding Their Legal Qualifications To Serve**

The parties do not request any additions to Judge Jones’s standard jury qualification questions.

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Defendant.)	

**ATTACHMENT “B-1”
PLAINTIFF’S VOIR DIRE QUESTIONS**

1. Does anybody here have any strong opinions about our legal system, and in particular about lawsuits seeking compensation when someone breaches a contract?

2. Does anyone here believe businesses should never resolve their disputes in court?

3. Who here feels, whether for religious or other personal reasons, that they might have difficulty awarding monetary damages for a breach of contract, regardless of the law?

4. Plaintiff Caradigm is owned by General Electric and began as part of Microsoft. Does anyone here feel they may have a difficult time being impartial in a case like this involving these large corporations?

5. Defendant PruittHealth operates skilled nursing facilities in Georgia and elsewhere. Does anyone here know anyone who is a resident or patient of a PruittHealth facility?

6. Does anyone here work in the medical profession or in any healthcare-related job?
7. If so, do you work with electronic medical records? In what way do you work with electronic medical records systems? Which software do you use?
8. Does anyone here have any experience (in your job or otherwise) negotiating, purchasing, programming or installing any electronic medical records system or software?
9. Does anyone here have any experience (in your job or otherwise) negotiating, purchasing, programming, or installing any major software system—not like Microsoft word—but large company-wide software system, like enterprise or database, or the like?
10. Does anyone here have any experience (in your job or otherwise) where you negotiate or commit to major contracts, for instance contracts that involve hundreds of thousands or millions of dollars and long-term commitments?
11. Has anyone here ever spent a significant amount of time researching a possible agreement or negotiating the specific terms and pricing before entering into an important contract?
12. Who here has any opinions whatsoever about this case? What are your opinions?
13. Have you or any member of your family or close friends ever been sued or brought a lawsuit? If so, please briefly explain the nature and the circumstances of the lawsuit and whether you were satisfied with the outcome.
14. Do you know any other member of the jury panel here in this courtroom? If yes, who do you know? If the answer is yes, and if you were both selected for the jury in this case, how would the fact that you know the other juror affect your ability to be impartial in this case ?

15. Do you know of any reason whatsoever why you could not be completely impartial in this case?

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f/k/a UHS-PRUITT CORP.,)	
)	
Defendant.)	

**ATTACHMENT “B-2”
DEFENDANT’S VOIR DIRE QUESTIONS**

Defendant submits the following proposed general voir dire questions to be presented to the panel in addition to the questions included in the parties’ joint proposed juror questions:

1. In what city and county do you reside? How long have you lived there?
2. What is your educational background?
3. Do you belong to any social, civic, political or religious organizations?
4. Have you ever been on a jury before? If so, when, where, what kind of case, and did you reach a verdict?
5. Have you (or any member of your family) received any legal training?

6. If so, will you put whatever knowledge of the law you have acquired before today out of your mind during this trial, and will you promise to apply only those legal principles in which the Court instructs you?
7. Do any of you have any specific feelings or opinions about lawsuits, lawyers or the parties who bring lawsuits, either positive or negative?
8. Have you or anyone close to you received any medical training or work in any healthcare-related job?
9. Does anyone here work with electronic medical records? If so, please explain the nature of your work with electronic medical records.
10. Have you or anyone close to you received any software development or software coding experience?
11. Are you or anyone close to you a stockholder, officer, director, agent, or employee of Microsoft?
12. Are you or anyone close to you a stockholder, officer, director, agent, or employee of General Electric or GE Healthcare?
13. Have you or anyone close to you ever been involved in any software development or software coding in your occupation?
14. Have you or anyone close to you ever been involved in any implementation or testing of a customized software program in your occupation?

- 15.** Have you or anyone close to you ever worked for a company that develops, manufactures, markets, or implements software?
- 16.** Do you or anyone close to you have any experience with any home healthcare provider?
- 17.** Do you or anyone close to you have any experience with any nursing home or assisted living facility?
- 18.** Do you have any experience with managing a business project, such as a building construction project, office relocation or renovation, consulting project, or the like?
- 19.** Have you ever heard the term “patient matching”? What do you understand it to mean?
- 20.** Have you ever heard the term “First Productive Use”? What do you understand it to mean?
- 21.** Have you or anyone close to you ever been involved in any dispute involving the implementation of or failed implementation of software? If so, please explain the nature of the dispute, when it was, and the result.
- 22.** Have you or anyone close to you ever been involved in any dispute involving a claimed breach of a contract? If so, please explain the nature of the dispute, when it was, and the result.

- 23.** Do you know any other member of the jury panel here in this courtroom? If so, explain the nature of that relationship. How would the fact that you know the other juror affect your ability to be impartial in this case?
- 24.** Do you have any reluctance about serving as a juror?
- 25.** Is there anyone who would feel any reluctance in joining the discussion with the members of the jury during deliberations?
- 26.** Would any of you feel offended if other members of the jury disagreed with your view of the evidence?
- 27.** Is there anyone who would be unwilling to change an opinion, if after listening to the arguments of the other members of the jury, you were persuaded that your opinion was wrong?

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**ATTACHMENT “C”
PLAINTIFF’S SUMMARY OF THE CASE**

I. Succinct Summary of Plaintiff’s Cause of Action.

This is a breach of contract action by Plaintiff Caradigm against Defendant PruittHealth (“Pruitt”). Caradigm is a technology company that designs complex software for healthcare providers. In 2012, Pruitt, a privately-held nursing home company, sought a company-wide IT solution to improve its use of its own healthcare data. After an extensive due diligence period, Pruitt selected Caradigm, and the parties executed a three-part Agreement on June 25, 2013. The Agreement called for an official project kickoff meeting, followed by a six to seven month implementation and a five-year subscription period.

After over a year of delays by Pruitt, Pruitt terminated the Agreement before the project officially kicked off. As explained in the Court's May 30, 2017 Order, at the time of termination, Pruitt had provided Caradigm no notice of any alleged breach; Caradigm had in fact committed no breach; Pruitt had no right to terminate; and its termination breached the Agreement. Thus, this trial concerns only the amount of damages Pruitt owes Caradigm for its breach. Those damages are the entire value to Caradigm of the Agreement as of the date of Pruitt's breach, plus interest and fees.

II. Relevant rules, regulations, statutes, ordinances and case law.

- Georgia contract law principles (as contained in Title 13 of the Georgia Code and Georgia's common law), including but not limited to O.C.G.A. § 13-6-1; O.C.G.A. § 13-6-2; O.C.G.A. § 13-6-4; O.C.G.A. § 13-6-6; O.C.G.A. § 13-6-8; O.C.G.A. § 13-6-9; O.C.G.A. § 13-6-11; O.C.G.A. § 13-6-13; O.C.G.A. § 13-2-1; O.C.G.A. § 7-4-2.
- 28 U.S.C. § 1927.
- *Parker v. King*, 68 Ga. App. 672 (1942).
- *Mendel v. Converse & Co.*, 30 Ga. App. 549 (1923).
- *Redman Development Corp v. Piedmont Heating & Air Conditioning, Inc.*, 128 Ga. App. 447 (1973).
- *Phosphate Mining Co. v. Atlanta Oil & Fertilizer Co.*, 20 Ga. App. 660 (1917).
- *Jinright v. Russell*, 123 Ga. App. 706 (1971).

- *Accent Walls, Inc. v. Parker*, 162 Ga. App. 633 (1982).
- *Nikas v. Hindley*, 98 Ga. App. 437 (1958).
- *Roehm v. Horst*, 178 U.S. 1 (1900).
- *Textile Rubber & Chem. Co. v. Thermo-Flex*, 301 Ga. App. 491 (2009).
- *Textile Rubber and Chem. Co. v. Thermo-Flex*, 308 Ga. App. 89 (2011).
- *Alphamed, Inc. v. B. Braun Med., Inc.*, 367 F.3d 1280, 1287 (11th Cir. 2004).
- *Stimpson Computing Scale Co. v. Taylor*, 4 Ga. App. 567 (1908).
- *McLeod v. McLatcher*, 201 Ga. App. 17 (1991).
- *Rollins Comms, Inc. v. Ga. Inst. of Real Estate*, 140 Ga. App. 448 (1976).
- *Clark v. Cox*, 179 Ga. App. 437 (1986).
- *Wilson v. Milam*, 156 Ga. App. 328 (1980).
- *Gormley v. Eison*, 189 Ga. 259 (1939).
- *Bishop Contracting Co. v. N. Georgia Co.*, 417 S.E.2d 400 (1992).
- *Northside Bank v. Mountainbrook of Bartow Cty. Homeowners Assn., Inc.*, 338 Ga. App. 126 (2016).
- All authorities cited in the Court’s summary judgment Order.
- All authorities relied upon by Defendant.
- All authorities relied upon by Plaintiff in its prior pleadings.

III. Damage description, amount claimed and legal support.

A. Actual/Direct contract damages. Caradigm's direct contract damages equal the entire present value of the Agreement to Caradigm as of Pruitt's February 17, 2015 breach of contract. This entire value (discounted for the time value of money) is the sum of Pruitt's contractually-required payments to Caradigm, less (a) the amount Pruitt already paid Caradigm and (b) the costs Caradigm avoided because of Pruitt's breach. Caradigm's direct contract damages are approximately \$5.1 million.

B. Prejudgment interest. Pruitt owes interest on the entire contract value running from the date those damages became due (February 17, 2015) until judgment. Under the Agreement, Pruitt owes 1.5% monthly interest on any amounts the jury finds to be "late." Alternatively, the jury may award statutory prejudgment interest at the legal rate of 7%. *See* O.C.G.A. §§13-6-13 and 7-4-2. As of October 17, 2017, the interest Pruitt owes on Caradigm's direct damages is approximately either \$3.1 million or \$950,000, depending on the applicable interest rate. Interest continues to accrue.

C. Attorneys' fees and expenses. Under the Agreement, Pruitt must pay Caradigm's "reasonable costs (including attorneys' fees) relating to

collection of past due amounts.” The entire value of the Agreement became due on February 17, 2015, meaning Pruitt’s balance owed to Caradigm for the Agreement’s entire value is past due. Pruitt likewise owes Caradigm’s reasonable fees and expenses because Pruitt has been stubbornly litigious and has unreasonably and vexatiously multiplied these proceedings. *See* O.C.G.A. § 13-6-11 and 28 U.S.C. § 1927. As of the time of this filing, Caradigm’s reasonable fees and expenses are approximately \$1,200,000. Caradigm continues to incur additional fees and expenses.

D. Postjudgment interest. Pruitt owes postjudgment interest running from the date of judgment at either 1.5% per month (per the Agreement) or at the legal rate of 7% per year. *See* O.C.G.A. §§ 7-4-12 (a) and (b).

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,

Plaintiff,

v.

PRUITTHEALTH, INC.,

Defendant.

CIVIL ACTION

FILE NO.: 1:15-cv-2504-SCJ

**ATTACHMENT “D”
DEFENDANT’S OUTLINE OF THE CASE**

Caradigm contracted to provide certain software licenses and custom software development and implementation services to PruittHealth, in exchange for which PruittHealth agreed to make certain payments. The Court has ruled earlier that PruittHealth anticipatorily breached its contract with Caradigm by notifying Caradigm that it would not be moving forward with the software project, without following the notice and cure and termination provisions of the contract. Georgia law provides that Caradigm may recover damages from PruittHealth only if it can establish damages proximately flowing from PruittHealth’s breach to a reasonable certainty. Further, because PruittHealth was not required to make certain payments under the terms of the contract until Caradigm’s software

implementation satisfied PruittHealth, Caradigm is required to prove to a reasonable certainty that it would have performed under the contract had PruittHealth not breached.¹

I. The Parties.

PruittHealth is a healthcare provider that operates home health, skilled nursing facilities, and hospice agencies throughout the Southeast. Like many healthcare providers, it stores patient data in multiple, separate software systems, often making it cumbersome to review all pertinent patient information when providing treatment or services, for example when making patient care decisions or communicating a patient's history to a family member or another healthcare provider.

Caradigm, a software company, represented to PruittHealth that it had a solution to that challenge—a solution that could pull PruittHealth's patient data from various medical record systems and make it available as a single viewable record for each patient (a “comprehensive patient summary” or “longitudinal patient view”). To do so, Caradigm would have to provide robust patient matching

¹ See *Textile Rubber & Chem. Co. v. Thermo-Flex Techs., Inc.*, 301 Ga. App. 491, 495 (2009) (when “the promise to pay is contingent upon the occurrence of a future event as well as the arrival of a future time, it is not an unconditional promise to pay until the issue of fact – whether or not the event will take place – can be determined with reasonable certainty.” (quoting *Cont. Cas. Co. v. Stephenson*, 112 Ga. App. 666, 667-68 (1965))).

to marry up records concerning a given patient from different medical record systems and different visits within the same system. Because PruittHealth wanted to enhance the quality of patient care and provide significant efficiencies in the workplace, PruittHealth entered into a customized software implementation contract with Caradigm.

II. The Caradigm-PruittHealth Agreement.

The contract is comprised of several different documents: a Cloud Services Agreement dated June 25, 2013, as amended by Amendment No. 1 dated July 31, 2014; a Cloud Services Order dated June 25, 2013; a Statement of Work of the same date; and, Caradigm's Cloud Services Policy Rev. 1 (collectively, the "Agreement").

The Agreement is not a contract with a defined value or fixed duration. Rather, the Cloud Services Order provides that the Agreement is structured to require the payment of phased monthly subscription fees (tied to enumerated benchmarks) plus certain fixed fees associated with professional services. The Agreement anticipates two distinct phases. The first phase is an installation and development phase with fees ranging from \$20,000.00 to \$24,000.00 per month. The second phase of the Agreement involves significantly higher fees, pegged at \$84,649.00 per month, which would begin to accrue only after the parties achieved

“First Productive Use” – a term defined by the Cloud Services Agreement as “the first time [PruittHealth] uses the Cloud Services to process actual patient data in a live production environment.”

The Agreement provides that whether First Productive Use is achieved depends upon PruittHealth’s satisfaction with the customized software implemented by Caradigm. The Cloud Services Agreement provides for PruittHealth’s right to test the “Customer Use Cases” (*i.e.*, the functionality of Caradigm’s customized software solution) before First Productive Use. The testing provision provides that “[w]ith regard to Customer Use Cases, [PruittHealth] will notify Caradigm when testing has been satisfactorily completed and [PruittHealth] is ready to move the Customer Use Case to the production environment.” First Productive Use takes place only once a Customer Use Case moves to a live production environment after testing. Unless PruittHealth is satisfied with the results of the testing of the Customer Use Cases, First Productive Use does not occur.

The Statement of Work provides a comprehensive description of the implementation services Caradigm agreed to deliver to PruittHealth. Among the services detailed by the Statement of Work are five Customer Use Cases Caradigm agreed to implement to meet PruittHealth’s specific needs. Each Customer Use

Case required the implementation of the longitudinal patient view, which, in turn, depended upon robust patient matching.

PruittHealth's electronic medical records contain diverse and uncorrelated data scattered among disparate source systems, making patient matching decidedly more complex. Caradigm was well aware of this issue prior to the execution of the Agreement. As both parties acknowledge, PruittHealth sought to achieve a longitudinal patient view to assist in providing patient care, to facilitate communication between PruittHealth facilities, and to effect a streamlined billing process and financial review.

III. Procedural History.

After a series of delays in commencing the software project consented to by both parties, and without any significant work having been completed by Caradigm to implement software to effect a solution to PruittHealth's data problem, PruittHealth unilaterally terminated the Agreement due to its concerns about Caradigm's ability to perform and to provide adequate patient matching on PruittHealth's data to meet PruittHealth's needs. At that time, PruittHealth was current on all invoices issued by Caradigm. Indeed, PruittHealth paid approximately \$320,000 for Caradigm's services and licenses through March 2015. Thereafter, Caradigm filed this lawsuit claiming that PruittHealth prematurely

terminated and breached the Agreement. The Court ruled in favor of Caradigm, finding PruittHealth anticipatorily breached the Agreement and reserving the issue of possible damages for trial.

In its Order on summary judgment, the Court reviewed Caradigm's claim that its damages should be measured as the entire value of the Agreement. The Court observed that while Georgia law generally provides that the entire value of a contract is due after an anticipatory breach thereof, the entire value of the Agreement was not ascertainable at the time of PruittHealth's breach. Rather, the Court recognized that the Agreement required PruittHealth to make certain payments only after Caradigm customized and implemented the CIP software and Customer Use Cases to the satisfaction of PruittHealth and First Productive Use was reached. The Court held that normal damages principles will apply at a trial on damages, including Georgia law's bar on speculative recoveries.

IV. Issues Remaining to be Tried on Damages.

A. The Value of the Agreement.

Caradigm must satisfy several requirements to prove the value of the Agreement. First, Caradigm must establish to a reasonable certainty that, had PruittHealth not breached the Agreement, Caradigm would have implemented software that would have subjectively satisfied PruittHealth according to the

requirements of the Agreement. Because sufficient patient matching undergirds each of the Customer Use Cases required by the Agreement and Caradigm promised patient matching to PruittHealth as a part of the Agreement, Caradigm must prove to a reasonable certainty that it could have performed patient matching on PruittHealth's data such that it would have satisfied PruittHealth.

Second, Caradigm also must prove the calculation of its claimed damages in a manner sufficient to permit the trier of fact to find the amount of those damages to a reasonable certainty. Even if Caradigm is able to establish to a reasonable certainty that its implementation of the Customer Uses Cases would have been able to subjectively satisfy PruittHealth, it also must prove when it would have satisfactorily performed and when First Productive Use would have occurred such that the trier of fact would be able to ascertain Caradigm's damages to a reasonable certainty.

Third, even if Caradigm can prove its damages to the requisite degree of reasonable certainty, those damages must be offset by the costs Caradigm avoided in being excused from its own performance under the Agreement by virtue of PruittHealth's unilateral termination of the contract. Specifically, any revenue lost by Caradigm must be reduced by both Caradigm's avoided costs in not having to perform and the \$319,414.56 in payments already made by PruittHealth.

Fourth, Caradigm must demonstrate that it mitigated its damages as far as was practicable by the use of ordinary care and diligence after PruittHealth canceled the Agreement. Furthermore, Paragraph 23(f) of the Cloud Services Agreement provides in relevant part that “[n]either [PruittHealth] nor Caradigm will have liability to the other under this agreement for any punitive, incidental, consequential, or other indirect damages, including loss of profits or revenues” Caradigm must prove that it is entitled to recover damages from PruittHealth despite the limitation of liability clause contained in the Agreement.

B. Monthly Interest Under the Agreement.

Caradigm also claims that it is entitled to 1.5% monthly interest under Paragraph 10 of the Cloud Services Agreement. However, in its Order on summary judgment, the Court held that Caradigm “is not entitled to 1.5% interest on anything,” noting that the Agreement provides for the recovery of interest only on “late amounts” or “past due amounts.” Reasoning that amounts become late under the terms of the Agreement “only if not paid ‘within 30 days after the invoice amount’” and finding that “Pruitt timely paid all amounts for which Caradigm sent it an invoice,” the Court concluded that the Agreement’s interest provision does not apply because PruittHealth “never submitted a ‘late payment’ as that phrase is commonly understood.”

C. Attorney's Fees Pursuant to the Agreement.

Finally, Caradigm seeks in its Complaint to recover its attorney's fees pursuant to Paragraph 10 of the Cloud Services Agreement.² To recover its attorney's fees under the Agreement, Caradigm must establish that this action "relat[es] to collection of past due amounts." For the same reasons articulated in the Court's Order on summary judgment as to interest (*i.e.*, PruittHealth timely paid all amounts for which Caradigm sent it an invoice prior to this dispute), Caradigm's damages, if any, are not "past due amounts" and it is not entitled to its attorney's fees under the Agreement.

² Caradigm also alleged in its Complaint that it is entitled to fees under 28 U.S.C. § 1927, which permits the Court to sanction counsel for "unreasonably and vexatiously" multiplying the proceedings in a case. To the extent that Caradigm still intends to pursue this relief, which would be for the Court to decide by motion, Caradigm cannot make the required showing and is not entitled to sanctions under this statute.

All relevant rules, regulations, statutes, ordinances, and illustrative case law relied upon as creating a defense are listed below.

Relevant statutes, treatises, and illustrative case law includes, but is not limited to:

1. O.C.G.A. § 13-1-2.
2. O.C.G.A. § 13-1-7.
3. O.C.G.A. § 13-2-2.
4. O.C.G.A. § 13-2-3.
5. O.C.G.A. § 13-2-4.
6. O.C.G.A. § 13-3-4.
7. O.C.G.A. § 13-4-20.
8. O.C.G.A. § 13-5-8.
9. O.C.G.A. § 13-5-9.
10. O.C.G.A. § 13-6-1.
11. O.C.G.A. § 13-6-2.
12. O.C.G.A. § 13-6-5.
13. O.C.G.A. § 13-6-8.
14. O.C.G.A. § 13-7-2.
15. 28 U.S.C. § 1927.
16. *Wheat Enters. v. Redi-Floors, Inc.*, 231 Ga. App. 853, 855 (1998).

17. *Hosp. Auth. of Charlton Cnty. v. Bryant*, 157 Ga. App. 330, 331 (1981).
18. *Textile Rubber & Chem. Co. v. Thermo-Flex Techs., Inc.*, 301 Ga. App. 491, 495-96 (2009).
19. Restatement (Second) of Contracts § 254(1) (1981).
20. 10-54 A. Corbin, Corbin on Contracts § 54.20 (2017).
21. *Atlanta Realty Co. v. Champion*, 94 Ga. App. 136, 136 (1956).
22. *Rome Indus. Co. v. Eidson*, 138 Ga. 592, 596 (1912).
23. *Bearden Mercantile Co. v. Madison Oil Co.*, 128 Ga. 695, 702 (1907).
24. *Torgesen v. Torgesen*, 274 Ga. App. 298, 300 (2005).
25. *Morton Bldgs., Inc. v. Correct Custom Drywall, Inc.*, 2007 Ohio App. LEXIS 2540, at *6-7 (June 7, 2007).
26. *Comet Sys. v. MIVA, Inc.*, 980 A.2d 1024, 1034 (Del. Ch. 2008).
27. 23 Williston on Contracts § 63.18 (4th ed. 2000).
28. *Sacramento Mun. Util. Dist. v. United States*, 120 Fed. Cl. 270, 279 (2015).
29. *Eastgate Assocs., Ltd. v. Piggly Wiggly S., Inc.*, 200 Ga. App. 872, 874-75 (1991).
30. *Boone v. Atlanta Indep. Sch. Sys.*, 175 Ga. App. 131, 135 (2005).
31. *Peterson v. BMI Refractories*, 124 F.3d 1386, 1396 (11th Cir. 1997).

32. *Amlong & Amlong, P.A. v. Denny's, Inc.*, 500 F.3d 1230, 1239 (11th Cir. 2007).
33. *2010-1 SFG Venture LLC v. Lee Bank & Trust Co.*, 332 Ga. App. 894, 897-98 (2015).
34. *Burton v. Campbell Coal Co.*, 95 Ga. App. 338, 339 (1957).
35. All authorities cited in prior filings with the Court, including but not limited to the Court's summary judgment Order, and all authorities relied upon by Plaintiff.

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,)	
)	
Plaintiff,)	
	)	CIVIL ACTION
v.)	
	)	FILE NO.: 1:15-cv-2504-SCJ
PRUITTHEALTH, INC.,)	
f/k/a UHS-PRUITT CORP.,)	
)	
Defendant.)	

**ATTACHMENT “E”
FACTS STIPULATED BY THE PARTIES**

1. The parties executed an enforceable Agreement on June 25, 2013 consisting of the Cloud Services Agreement (Joint Ex. 1), the Order (Joint Ex. 2), and the Statement of Work (Joint Ex. 3).
2. The parties executed an enforceable Amendment to the Agreement on July 31, 2014 (Joint Ex. 4).
3. Pruitt terminated the Agreement as amended on February 17, 2015.
4. The Agreement called for Pruitt to begin paying \$20,000 per month for a Development License beginning June 25, 2013. However, the parties subsequently agreed that Caradigm would not begin charging for the

Development License until October 1, 2014. Thus, Pruitt's Development License payment obligations began on October 1, 2014.

5. Pruitt paid Caradigm \$319,414.56 under the Agreement prior to Caradigm filing this lawsuit. Pruitt has not paid Caradigm any amount thereafter.

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,)	
)	
Plaintiff,)	
	)	CIVIL ACTION
v.)	
	)	FILE NO.: 1:15-cv-2504-SCJ
PRUITTHEALTH, INC.,)	
f/k/a UHS-PRUITT CORP.,)	
)	
Defendant.)	

**ATTACHMENT “F-1”
PLAINTIFF’S WITNESS LIST**

Plaintiff Caradigm will call the following witnesses:

1. Tina Mirkheshti
Canton, GA 30115

2. Ian Ratner
GlassRatner Advisory & Capital Group
3424 Peachtree Road, Suite 2150
Atlanta, GA 30326

3. Christopher T. Giovinazzo
Bondurant, Mixson & Elmore LLP
3900 One Atlantic Center
1201 West Peachtree St., NW
Atlanta, Georgia 30309

Plaintiff Caradigm may call the following witnesses:

1. Dan Martin
contact through counsel
2. Jonathan Duvall
contact through counsel
3. Robert Warnock
contact through counsel
4. David Fraticelli
Pittsburgh, PA 15227
5. Tamara Glover
Carnation, WA 98014
6. Kurt Thorne
Hyattsville, MD 20782
7. Ben Chronister
Woodinville, WA 98077
8. Chris Winnyk
Boston, MA 02129
9. Joe Papesch
Hawthorn Woods, IL 60047

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,

Plaintiff,

v.

PRUITTHEALTH, INC.,

Defendant.

CIVIL ACTION

FILE NO.: 1:15-cv-2504-SCJ

**ATTACHMENT “F-2”
DEFENDANT’S WITNESS LIST**

Defendant provides this list of all the witnesses that it will or may have present at trial.

Fact Witnesses Who Defendant Will Have Present at Trial:

1. Daniel Martin
Associate Director
Accenture
Marietta, GA 30068
May only be contacted through counsel for Defendant.
2. Jonathan Duvall
Assistant Director of Product Management
PrimeCare Technologies
Johns Creek, GA 30097
May only be contacted through counsel for Defendant.

Fact Witnesses Who Defendant May Have Present at Trial:

1. Neil L. Pruitt, Jr.
Chairman and Chief Executive Officer
PruittHealth, Inc.
1626 Jeurgens Court, Norcross, GA 30093
May only be contacted through counsel for Defendant.
2. Mary Ousley
Chief Strategy Officer
PruittHealth, Inc.
1626 Jeurgens Court, Norcross, GA 30093
May only be contacted through counsel for Defendant.
3. Dr. Daniel O. Wyman
Chief Medical Officer
PruittHealth, Inc.
1626 Jeurgens Court, Norcross, GA 30093
May only be contacted through counsel for Defendant.
4. Todd Gunther
Technical Engagement Manager – Services Sales
Okta, Inc.
Penfield, NY 14526
5. Bret Hurst
Chief Information Officer
PruittHealth, Inc.
1626 Jeurgens Court, Norcross, GA 30093
May only be contacted through counsel for Defendant.
6. Henner Carsten Dierks
Principal Program Manager
Amazon.com, Inc.
Snoqualmie, WA 98065
7. Kurt Thorne

Hyattsville, MD 20782

8. Chris Winnyk
Senior IT & Project Management Leader
PricewaterhouseCoopers
101 Seaport Blvd., Suite 500
Boston, MA 02210
9. David Fraticelli
Systems Analyst
University of Pittsburgh Medical Center
200 Lothrop Street
Pittsburgh, PA 15213
10. Dr. Sameer Bade
Vice President of Clinical Solutions
Caradigm USA LLC
Ocala, FL 34471
11. Joseph Papesch
Sales Executive
Caradigm USA LLC
Chicago, IL 60604
12. Tamara Glover
Director, Quality and Performance Improvement
Washington State Hospital Association
999 Third Ave., Suite 1400
Seattle, WA 98104
13. Benjamin Chronister
Woodinville, WA 98077
14. Chanya Swartz
BSQUARE
Director of Finance and Corporate Controller
110 110th Ave., NE, Suite 300

Bellevue, WA 98004

15. Bernie May
Invistics Corporation
Senior Vice President, Health Systems
5155 Peachtree Parkway
Suite 3200
Peachtree Corners, GA 30092
16. Defendant also reserves the right to call any witnesses listed on Plaintiff's witness list.
17. Defendant reserves the right to call impeachment and rebuttal witnesses as necessary.

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,

Plaintiff,

v.

PRUITTHEALTH, INC.,

Defendant.

CIVIL ACTION

FILE NO.: 1:15-cv-2504-SCJ

**ATTACHMENT “G-0”
JOINT EXHIBIT LIST**

See Attached.

Attachment "G-0"
Joint Exhibit List

ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.
	1	N/A	N/A	6/25/2013			Cloud Services Agreement	1	N/A
	2	N/A	N/A	6/25/2013			Order Cloud Services	2	N/A
	3	N/A	N/A	6/25/2013			UHS-Pruitt Corporation Clinical & Operational Workflow Automation Initiative Brookhaven Pilot & Concurrent Bill Review Statement of Work	3	N/A
	4	N/A	N/A	7/31/2014			Amendment No. 1 to Cloud Services Agreement	4	N/A
	5	N/A	N/A	2/17/2015	Marty Meighan	Tina Mirkheshti; Dan Martin	Email re: Next steps	26	401, tab 16

Attachment "G-0"
Joint Exhibit List

ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.
	6	N/A	N/A	3/16/2015	Michael Simpson	Neil Pruitt; Jr.	Letter re: The Cloud Services Agreement between Caradigm and UHS-Pruitt Corporation ("UHS Pruitt") dated June 25, 2013, as amended by Amendment No. 1 dated July 31, 2014, including the Order for Cloud Services, dated June 25, 2013, and the Statement of Work, dated June 25, 2013 (the "Agreement")	N/A	65, 401 Tab 17
	7	N/A	N/A	7/14/2015			Complaint	121	N/A

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,

Plaintiff,

v.

PRUITTHEALTH, INC.,

Defendant.

CIVIL ACTION

FILE NO.: 1:15-cv-2504-SCJ

**ATTACHMENT “G-1”
PLAINTIFF’S EXHIBIT LIST**

See Attached.

Attachment "G-1"
Plaintiff's Exhibit List

ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.	Defendant's Objection(s)
	20	CARADIGM00025076	CARADIGM00025084	00/00/2008			Validation of an eMPI Algorithm	N/A	59, 89	
	21	Pruitt00006904	Pruitt00006905	9/15/2011	Dan Martin	ELT_Group; Dan Martin; Brenda Mccluskey; Kimberly Banner; SPC	Meeting Notice re: Amalga/U-Connect with attachment	5	N/A	
	22	Pruitt00005628	Pruitt00005644	5/23/2012	Lydon Neumann	Jonell Hollis; Marjorie Bogaert; David C. Hammer; Dan Martin; David Brown	Email re: UHS-Pruitt Corporation - SOWs: Uconnect & Amalga with attachment	N/A	N/A	
	23	Pruitt00005867	Pruitt00005869	9/14/2012	Marjorie Bogaert	Neil Pruitt; Jonell Hollis; Lydon Neumann; Brenda Mollohan; Marjorie Bogaert	Email re: UHS-Pruitt Amalga Assessment Draft Deliverable with attachments	N/A	N/A	
	24	Pruitt00005788	Pruitt00005791	9/15/2012	Jonell Hollis	Chris Bryson; Christi Card; Dan Martin; Horace Moore; Juliette Simpson; Mark Mertz; Mary Ousley; Patricia Walker; Phil Small; Richard Gerhardt; Scott Adkins	Email re Accenture Progress with attachments	N/A	N/A	
	25	Pruitt00005727	Pruitt00005741	9/18/2012	Jonell Hollis	Mary Ousley	Email re: Amalga SOW with attachment	8	N/A	
	26	CARADIGM00022510	CARADIGM00022510	1/18/2013	Brad Savage	Neil Pruitt; Steve Shihadeh	Email re: Amalga follow up	N/A	N/A	
	27	CARADIGM00001738	CARADIGM00001754	3/7/2013	Joseph Papesch	Christi Card; G. Moore; Dan Martin; William Sweeney; Cathy Glenz	Email re: Golding Living Clinical Startup with attachments	91	N/A	
	28	CARADIGM00022336	CARADIGM00022374	4/5/2013	Joseph Papesch	Dan Martin; Chris Bryson	Email re: Caradigm proposal status with attachment	93	N/A	
	29	CARADIGM00000974	CARADIGM00001016	4/15/2013	Joseph Papesch	Neil Pruitt; Steve Shihadeh; Steven Vance; Dan Martin; Phil Small; Chris Bryson, Christi Card	Email re: Caradigm proposal for UHS-Pruitt Corporation - updated to include Concurrent Bill Review with attachments	N/A	N/A	
	30	CARADIGM00000344	CARADIGM00000352	6/1/2013			Caradigm Intelligence Platform: Implementation Methodology Phases Overview	N/A	67	
	31	CARADIGM00000865	CARADIGM00000911	6/18/2013	Joseph Papesch	Marty Meighan	Email re: Complete set of final docs to sign with attachments	N/A	N/A	
	32	Pruitt00006403	Pruitt00006405	6/22/2013	Neil Pruitt	Dan Martin; Marty Meighan; Jonell Hollis	Email re: UHS Pruitt and Caradigm	N/A	N/A	
	33	CARADIGM00000852	CARADIGM00000864	6/24/2013	Joseph Papesch	Marty Meighan; Steven Vance; Dan Martin	Email re: Project accomplishments by phase with attachment	N/A	304	
	34	Pruitt00004539	Pruitt00004539	7/5/2013	Jonell Hollis	Steve Shihadeh; Joseph Papesch; Steve Vance; Dan Martin	Email re: UHS-Pruitt & Caradigm	10	N/A	
	35	Pruitt00000465	Pruitt00000508	7/13/2013	Jonell Hollis	Jonathan Duvall; Dan Martin	Email re: Amalga Project with Caradigm with attachment	28	N/A	
	36	Pruitt00006545	Pruitt00006548	7/15/2013	Dan Martin	Jonell Hollis	Email re: PTO next week	13	N/A	

Attachment "G-1"
Plaintiff's Exhibit List

ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.	Defendant's Objection(s)
	37	Pruitt00004434	Pruitt00004434	7/15/2013	Jonell Hollis	Chris Bryson; Chuck Brown; Dan Martin; Debra Harwell; Juliette Simpson; Kevin Metz; Mary Ousley; McCarthy Boyd; Phil Small; Rashaunda Williams; Richard Gardner; Richard Gerhardt; Ryan Beddingfield; Sage Wang	Email re: Amalga Steering Committee	29	N/A	
	38	CARADIGM00023498	CARADIGM00023498	7/16/2013	Steven Vance	Steve Shihadeh	Email re: Touch base today?	N/A	N/A	
	39	Pruitt00006629	Pruitt00006631	9/19/2013	Jonell Hollis	Maureen Dux	Email re: Golden Living - UHS-Pruitt visit	N/A	N/A	
	40	Pruitt00004388	Pruitt00004389	10/17/2013	Jonell Hollis	Chuck Brown; Dan Martin; Debra Harwell; Juliette Simpson; Kevin Metz; Mary Ousley; McCarthy Boyd; Phil Small; Rashaunda Williams; Richard Gardner; Richard Gerhardt; Ryan Beddingfield; Sage Wang	Email re: Amalga Steering Committee	30	N/A	
	41	CARADIGM00024398	CARADIGM00024398	11/6/2013	Steve Shihadeh	Neil Pruitt	Email re: PruittHealth and Caradigm	N/A	N/A	
	42	Pruitt00004161	Pruitt00004162	11/8/2013	Jonathan Duvall	Richard Bailey	Email re: Welcome change?	33	N/A	
	43	Pruitt00000016	Pruitt00000017	2/3/2014	Jonathan Duvall	Jonathan Duvall; Dan Martin; Richard Bailey; Bret Hurst	Appointment Reminder for 02/04/2014 Data Exchange Amalga with attachment	97	N/A	
	44	Pruitt00003862	Pruitt00003865	2/6/2014	Jonathan Duvall	Dan Martin	Email re: Amalga-Initial Use Case Confirmation	38	N/A	
	45	Pruitt00001576	Pruitt00001580	2/10/2014	Robert Warnock	Jonathan Duvall; Dan Martin	Email re: Hello	99	N/A	
	46	Pruitt00000193	Pruitt00000193	2/26/2014	Jonathan Duvall	Dan Martin; Jonathan Duvall	Email re: Conversation with Dan Martin	16	N/A	
	47	Pruitt00000220	Pruitt00000225	3/10/2014	Robert Warnock	Jonathan Duvall	Email re: Catching-up	N/A	N/A	
	48	Pruitt00006311	Pruitt00006312	4/11/2014	Neil Pruitt	Steve Shihadeh; Dan Martin; Michael Simpson Neil Aaronson; Jonell Hollis	Email re: PruittHealth and Caradigm	17	N/A	
	49	CARADIGM00024339	CARADIGM00024339	4/23/2014	Steve Shihadeh	Neil Aaronson; Tom Poole; Michael Simpson	Email re: Pruitt Health 4/29 call plan and background	18	N/A	
	50	Pruitt00001105	Pruitt00001108	5/27/2014	Marty Meighan	Neil Aaronson; Dan Martin; Jonathan Duvall	Email re: Pruitt/Caradigm amendment	19	N/A	
	51	CARADIGM00004224	CARADIGM00004305	6/25/2014	Tina Mirkheshti	Jonathan Duvall; Tom Poole	Email re: PruittHealth: Project Skill Sets/Roles & Responsibilities with attachments	41	200	
	52	Pruitt00003674	Pruitt00003676	6/25/2014	Jonathan Duvall	Dan Martin	Email re: Caradigm transition call this morning	64	N/A	
	53	CARADIGM00004314	CARADIGM00004314	6/25/2014	Tina Mirkheshti	Joseph Papesch	Email re: Pruitt	101	N/A	
	54	Pruitt00003642	Pruitt00003644	6/27/2014	Jonathan Duvall	Rich Gardner; Scott Adkins	Email re: Amalga/Caradigm Next Step	N/A	N/A	

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ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.	Defendant's Objection(s)
	55	Pruitt00003607	Pruitt00003628	6/30/2014	Jonathan Duvall	McCarthy Boyd	Email re: Emailing: Pruitt Appendix A Statement of Work Roles & Responsibilities with attachment	42	N/A	
	56	CARADIGM000004466	CARADIGM000004469	6/30/2014	Jonathan Duvall	Tina Mirkheshti; McCarthy Boyd	Email re: CIP Phase I-Concurrent Bill Review-Scope Clarification & Review with attachment	43	201	
	57	Pruitt00000188	Pruitt00000189	7/1/2014	Brian Keener	Brian Keener; Jonathan Duvall	Email re: Conversation with Brian Keener	N/A	N/A	
	58	Pruitt00003572	Pruitt00003577	7/1/2014	Jonathan Duvall	Dan Martin	Email re: CIP Phase I-Concurrent Bill Review-Scope Clarification & Review with attachment	N/A	N/A	
	59	CARADIGM000004698	CARADIGM000004698	7/2/2014	Tina Mirkheshti	Sriram Devarakonda; Tracy Foltz; Christopher Winnyk	Email re: Pruitt Staffing	N/A	N/A	
	60	CARADIGM000004823	CARADIGM000004844	7/9/2014	Tina Mirkheshti	Jonathan Duvall; McCarthy Boyd; Richard Bailey; Dan Martin; Tom Poole; Todd Gunther; David Fraticelli	Email re: PruittHealth: Meeting Summary & Action Items for CIP Phase I / Concurrent Bill Review - Data Sources & Use Case Workflow Discussion with attachment	N/A	N/A	
	61	Pruitt00000187	Pruitt00000187	7/9/2014	Dan Martin	Dan Martin; Jonathan Duvall	Email re: Conversation with Dan Martin	46	N/A	
	62	CARADIGM000004958	CARADIGM000004963	7/15/2014	Tina Mirkheshti	Tom Poole; Chanya Swartz; Todd Gunter; Tracy Foltz	Email re: Pruitt Revenue Projection with attachments	N/A	80	
	63	Pruitt00000886	Pruitt00000898	7/23/2014	Tina Mirkheshti	Dan Martin; Jonathan Duvall; Steve Shihadeh; Tom Poole	Email re: PruittHealth: CIP Project Next Steps with attachment	102	N/A	
	64	CARADIGM000005385	CARADIGM000005388	7/24/2014	Marty Meighan	Tina Mirkheshti	Email re: Pruitt Amendment 1	N/A	N/A	
	65	Pruitt00000834	Pruitt00000835	8/1/2014	Tina Mirkheshti	Marty Meighan; Dan Martin; Jonathan Duvall; McCarthy Boyd; Tom Poole	Email re: PruittHealth: Thank You-Countersigned Amendment	20	N/A	
	66	CARADIGM000006227	CARADIGM000006227	8/4/2014	Neil Pruitt	Michael Simpson; Tina Mirkheshti; Dan Martin	Email re: Caradigm - Thank you	N/A	N/A	
	67	CARADIGM000006691	CARADIGM000006695	8/12/2014	Jonathan Duvall	Tina Mirkheshti; McCarthy Boyd	Email re: A Note from Neil-New Chief Medical Officer with attachment	103, 104	N/A	
	68	Pruitt00003450	Pruitt00003452	8/14/2014	Jonathan Duvall	Neil Pruitt; Ryan Beddingfield; Phil Small; Dan Martin; Robert Warnock; McCarthy Boyd	Email re: Caradigm Project Status 8_13_2014 with attachment	48	N/A	
	69	CARADIGM000007299	CARADIGM000007313	8/21/2014	Cathy Glenz	Tina Mirkheshti	Email re: UHS Pruitt Demo Slides with attachment	N/A	N/A	
	70	Pruitt00001493	Pruitt00001495	9/30/2014	Tina Mirkheshti	Jonathan Duvall	Email re: Pruitt Health: Thought about data feeds	50	N/A	
	71	Pruitt00003290	Pruitt00003293	9/30/2014	Jonathan Duvall	Dan Martin	Email re: 9_30_2014_ED_BAS-Status Report with attachment	51	N/A	
	72	Pruitt00003282	Pruitt00003284	10/2/2014	Jonathan Duvall	Dan Martin	Email re: Caradigm Project Status 10_2_2014 with attachment	53	N/A	
	73	Pruitt00003239	Pruitt00003244	10/3/2014	Jonathan Duvall	Tina Mirkheshti; McCarty Boyd	Email re: Signed Change Order Document and meeting agenda with attachment	21	N/A	

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ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.	Defendant's Objection(s)
	74	CARADIGM00010314	CARADIGM00010315	10/10/2014			Caradigm Internal Report for Pruitt Health	N/A	N/A	
	75	Pruitt00001390	Pruitt00001391	10/17/2014	Daniel Wyman	Jonathan Duvall	Email re: Caradigm Meeting on October 27th	N/A	N/A	
	76	Pruitt00002413	Pruitt00002417	10/22/2014	Jonathan Duvall	Dan Martin	Email re: 10_21_2014_ED_BAS with attachment	N/A	N/A	
	77	CARADIGM00020370	CARADIGM00020371	10/24/2014	Tamara Glover	David Fraticelli	Email re: Updated with initial allocation proposals - Pruitt Technical Task Plan - with 4th use case.xlsx with attachment	N/A	N/A	
	78	CARADIGM00008304	CARADIGM00008304	10/27/2014	Christopher Winnyk	Jonathan Duvall; McCarthy Boyd; Tina Mirkheshti; Tamara Glover; David Fraticelli	Email re: Pruitt Change Request-Confirmation of Impact and Fee Structure	107	313, 401 tab 18	
	79	Pruitt00001350	Pruitt00001351	10/27/2014	Christopher Winnyk	Jonathan Duvall; McCarthy Boyd; Tina Mirkheshti; David Fraticelli; Tamara Glover	Email re: Pruitt Change Request-Confirmation of Impact and Fee Structure	N/A	313	
	80	CARADIGM00012872	CARADIGM00012872	10/27/2014	Jonathan Duvall	Sameer Bade	Email re: Presentation from This Morning	N/A	N/A	
	81	CARADIGM00008307	CARADIGM00008307	10/28/2014	Tina Mirkheshti	Tamara Glover; David Fraticelli	Email re: Pruitt- Exec meeting	N/A	N/A	
	82	CARADIGM00008552	CARADIGM00008552	10/30/2014	Jonathan Duvall	Tina Mirkheshti; Tamara Glover; David Fraticelli; Christopher Winnyk; McCarthy Boyd	Email re: Pruitt: New Use Case Follow up-Clinical Startup	54	N/A	
	83	CARADIGM00012835	CARADIGM00012871	10/31/2014	Sameer Bade	Jonathan Duvall; Tina Mirkheshti; Tom Poole	Email re: Presentation from 10/27/2014 with attachment	N/A	N/A	
	84	CARADIGM00019564	CARADIGM00019565	10/31/2014			Caradigm Internal Report for Pruitt Health	N/A	N/A	
	85	CARADIGM00019566	CARADIGM00019567	11/7/2014			Caradigm Internal Report for Pruitt Health	N/A	N/A	
	86	Pruitt00002084	Pruitt00002086	11/13/2014	Jonathan Duvall	Dan Martin	Email re: 2014 Annual Review	27	N/A	
	87	CARADIGM00008956	CARADIGM00008956	11/15/2014	Tamara Glover	Tina Mirkheshti	Email re: Pruitt - Accomplishments	N/A	N/A	
	88	Pruitt00000071	Pruitt000073	11/20/2014	Jonathan Duvall	Jonathan Duvall; McCarthy Boyd; Crystal Bowens; Francine Rainer; Annette Salisbury; Kimberli Black; Daniel Wyman	Appointment Reminder for 11/24/2014 Blue Jeans Meeting Invite-Clinical Prep meeting for Caradigm	55	N/A	
	89	Pruitt00002066	Pruitt00002067	11/20/2014	Jonathan Duvall	Ann Damon; Renee Meeks; McCarthy Boyd	Email re: Emailing: Pharmacy Use Case	56	N/A	
	90	Pruitt00001282	Pruitt00001285	11/20/2014	Crystal Bowens	Jonathan Duvall	Email re: Meeting for Monday	N/A	N/A	
	91	Pruitt00000516	Pruitt00000519	11/21/2014	Jonathan Duvall	Dan Martin	Email re: 11_21_2014_ED_BAS Status report with attachment	57	N/A	
	92	CARADIGM00014648	CARADIGM00014648	11/25/2014	Tamara Glover	Christopher Winnyk	Email re: Status Report 11/25/2014	N/A	N/A	
	93	CARADIGM00009169	CARADIGM00009169	11/26/2014	Tamara Glover	Jonathan Duvall; McCarthy Boyd; Tina Mirkheshti; David Fraticelli; Richard Heim; Christopher Winnyk	Email re: Pruitt Health-Onsite Use Case Visit Dec. 4-5	59	43	

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ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.	Defendant's Objection(s)
	94	Pruitt00000004	Pruitt00000004	12/3/2014	Jonathan Duvall	Jonathan Duvall; Tina Mirkheshti; Tamara Glover; David Fraticelli; Crystal Bowens; Daniel Wyman; Francine Rainer; Wendy Meinert; Annette Salisbury; Kimberli Black; McCarthy Boyd; Sherry Johnson; Dan Martin; Donna Street; Bobbie Hoover	Appointment Reminder for 12/04/2014 Caradigm Meeting	58	N/A	
	95	CARADIGM00009210	CARADIGM00009220	12/3/2014	Jonathan Duvall	Crystal Bowens; Daniel Wyman; Francine Rainer; Wendy Meinert; Annette Salisbury; Kimberli Black; McCarthy Boyd; Sherry Johnson; Donna Street; Bobbie Hoover; Tina Mirkheshti; Tamara Glover; David Fraticelli; Dan Martin	Email re: Documentation for Clinical Startup Requirements Meeting with attachments	N/A	N/A	
	96	Pruitt00000156	Pruitt00000156	12/4/2014	Jonathan Duvall	Dan Martin; Jonathan Duvall	Email re: Conversation with Dan Martin	60	N/A	
	97	Pruitt00000645	Pruitt00000679	12/5/2014	Tamara Glover	Jonathan Duvall; McCarthy Boyd	Email re: Caradigm Implementation Guide- Pruitt with attachment	108	N/A	
	98	CARADIGM00011190	CARADIGM00011190	12/10/2014	Tamara Glover	Christopher Winnyk	Email re: Status Report 12/10/2014	N/A	319	
	99	CARADIGM00020555	CARADIGM00020556	12/10/2014	Tamara Glover	David Fraticelli; Richard Heim; Ayako Watanabe; Andy Clarke; Justin Mason	Email re: Pruitt Technical Task Plan - 12102014.xlsx with attachment	N/A	N/A	
	100	Pruitt00000089	Pruitt00000089	12/12/2014	Tamara Glover	Tamara Glover; David Fraticelli; Kurt Thorne; Jonathan Duvall	Appointment Reminder for 12/18/2014 Pruitt CIP-Patient Matching Discussion with Customer	78	N/A	
	101	CARADIGM00020831	CARADIGM00020831	12/12/2014	Tamara Glover	Tamara Glover; David Fraticelli	Email re: Conversation with Tamara Glover	N/A	93, 137	
	102	CARADIGM00010903	CARADIGM00010903	12/12/2014	Tamara Glover	Tina Mirkheshti; Tamara Glover	Email re: Conversation with Tina Mirkheshti	N/A	N/A	
	103	CARADIGM00011649	CARADIGM00011649	12/12/2014	David Fraticelli	Sriram Devarakonda; Ray Kannan; Christopher Winnyk; Kurt Thorne; Tamara Glover	Email re: Pruitt - Patient Matching	N/A	130, 320	
	104	Pruitt00000542	Pruitt00000543	12/16/2014	Tamara Glover	Jonathan Duvall	Email re: Housekeeping	61	N/A	
	105	Pruitt00009643	Pruitt00009649	12/17/2014	Dan Martin	Bret Hurst	Email re: Follow up to discussion this morning: FW: AHT	112	N/A	
	106	Pruitt00009882	Pruitt00009887	12/17/2014	Mary Ousley	Daniel Wyman	Email re: Follow up to discussion this morning: FW: AHT	113	N/A	

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ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.	Defendant's Objection(s)
	107	CARADIGM00011622	CARADIGM00011623	12/18/2014	David Fraticelli	Sriram Devarakonda; Brian Nerzig; Ray Kannan; Christopher Winnyk; Kurt Thorne; Tamara Glover	Email re: Pruitt - Patient Matching	N/A	92, 321	
	108	CARADIGM00010464	CARADIGM00010464	12/18/2014	Tamara Glover	David Fraticelli; Kurt Thorne; Jonathan Duvall; Tina Mirkheshti	Meeting Notice re: Pruitt CIP - Patient Matching Discussion with Customer	N/A	131, 206	
	109	CARADIGM00014675	CARADIGM00014675	12/18/2014	Tamara Glover	Christopher Winnyk	Email re: Status Report 12/18/2014	N/A	N/A	
	110	CARADIGM00021386	CARDIGM00021387	12/19/2014	Tamara Glover	David Fraticelli	Email re: Caradigm Project Contact List.xlsx with attachment	62	123	
	111	Pruitt00000511	Pruitt00000515	12/19/2014	Jonathan Duvall	Dan Martin	Email re: 12_19_2014_ED_BAS with attachment	65	N/A	
	112	CARADIGM00010335	CARADIGM00010337	12/19/2014			Caradigm Internal Report for Pruitt Health	N/A	135	
	113	CARADIGM00009315	CARADIGM00009315	12/19/2014	Ben Chronister	Tina Mirkheshti	Email re: Pruitt Health - Patient Matching Discussion	N/A	210	
	114	Pruitt00000540	Pruitt00000541	12/19/2014	Tamara Glover	Jonathan Duvall; McCarthy Boyd; David Fraticelli; Tina Mirkheshti	Email re: Pruitt-CIP- January 6/7 availability	N/A	N/A	
	115	Pruitt00001223	Pruitt00001224	12/23/2014	Jonell Hollis	Jonathan Duvall; Dan Martin	Email re: Caradigm "Kick Off Meeting"	66	N/A	
	116	Pruitt00000531	Pruitt00000534	12/23/2014	Tamara Glover	Jonathan Duvall	Email re: 27th or 10th Kickoff	67	401, Tab 11	
	117	CARADIGM00011534	CARADIGM00011535	1/5/2015	Jonathan Duvall	Tamara Glover	Email re: 27th or 10th Kickoff	68	N/A	
	118	CARADIGM00009319	CARADIGM00009320	1/5/2015	Tina Mirkheshti	Ben Chronister	RE: Pruitt Health - Patient Matching Discussion	N/A	N/A	
	119	CARADIGM00009322	CARADIGM00009322	1/5/2015	Tina Mirkheshti	David Fraticelli; Tamara Glover	Email re: Pruitt - Patient Matching	N/A	136, 211	
	120	Pruitt00000529	Pruitt00000530	1/6/2015	Tamara Glover	Daniel Wyman; Dan Martin; Jonathan Duvall; McCarthy Boyd	Email re: Pruitt Health-CIP Kick Off Meeting- Date Request	69	138	
	121	Pruitt00000509	Pruitt00000510	1/9/2015	Jonathan Duvall	Dan Martin	Email re: Pre-status Report	N/A	N/A	
	122	Pruitt00006862	Pruitt00006864	1/11/2015	Mary Ousley	Mary Ousley	Appointment Reminder for 01/19/2015 Long ELT Meeting on Monday, January 19th with attachments	71	N/A	
	123	Pruitt00001777	Pruitt00001778	1/12/2015	Jonathan Duvall	Dan Martin	Email re: Caradigm Summary Report with attachment	117	N/A	
	124	CARADIGM00011498	CARADIGM00011500	1/12/2015	Tina Mirkheshti	Tamara Glover; Karen Chin Reasoner	Email re: PruittHealth: Cash Flow Analysis with attachment	N/A	151	
	125	Pruitt00001217	Pruitt00001217	1/12/2015	David Fraticelli	Jonathan Duvall; Tamara Glover; Tina Mirkheshti	Pruitt - Patient Matching Analysis	N/A	N/A	
	126	Pruitt00000523	Pruitt00000524	1/13/2015	Tamara Glover	Daniel Wyman; Dan Martin; Jonathan Duvall; McCarthy Boyd	Email re: PruittHealth- CIP Kick Off Meeting - Date Request	N/A	N/A	
	127	Pruitt00001775	Pruitt00001775	1/13/2015	Jonathan Duvall	Dan Martin; Daniel Wyman	Email re: Caradigm Kickoff Date	N/A	N/A	
	128	CARADIGM00009485	CARADIGM00009488	1/14/2015	Tina Mirkheshti	Karen Chin Reasoner	Email re: Pruitt Update	N/A	215	

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ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.	Defendant's Objection(s)
	129	CARADIGM00011494	CARADIGM00011495	1/14/2015	David Fraticelli	Ayako Watanabe; Richard Heim; Andy Clarke; Justin Mason	Email re: Pruitt - Pre-Analysis Tech Task Plan with attachment	N/A	N/A	
	130	Pruitt00001747	Pruitt00001749	1/15/2015	Jonathan Duvall	Dan Martin	Email re: Caradigm Project Status 1_15_2015 with attachment	22	N/A	
	131	Pruitt00001757	Pruitt00001764	1/15/2015	Jonathan Duvall	Tamara Glover; David Fraticelli; McCarthy Boyd	Email re: Caradigm Clinical Startup Meeting Requirements with attachment	N/A	N/A	
	132	CARADIGM000021405	CARADIGM000021406	1/16/2015	David Fraticelli	Jonathan Duvall	Email re: Matching Fields	N/A	102	
	133	CARADIGM00009539	CARADIGM00009539	1/17/2015	Jonathan Duvall	Tamara Glover; McCarthy Boyd; David Fraticelli; Tina Mirkheshti	Email re: Pruitt- Kick Off check in	N/A	N/A	
	134	Pruitt00000520	Pruitt00000521	1/19/2015	Tamara Glover	Jonathan Duvall; McCarthy Boyd; David Fraticelli; Tina Mirkheshti	Email re: Pruitt-Kick Off check in	70	N/A	
	135	Pruitt00001740	Pruitt00001740	1/19/2015	Jonathan Duvall	Dan Martin	Email re: Caradigm	72	N/A	
	136	Pruitt00009610	Pruitt00009611	1/19/2015	Dan Martin	Dan Martin	Task Reminder for Task Request: Prepare RFP to replace AHT	79	N/A	
	137	Pruitt00010187	Pruitt00010189	1/19/2015		Neil Pruitt; Ryan Beddingfield; Phil Small; Daniel Wyman; Mary Ousley; George Hunt; Dan Martin; Rich Gardner; Rob Strang; Nick Williams; Chuck Brown; Debra Harwell; Kevin Metz; Jonell Hollis	ELT Meeting Minutes	109	N/A	
	138	Pruitt00010191	Pruitt00010193	1/19/2015	Jonathan Duvall	McCarthy Boyd	Text Messages re: Date for Caradigm	110	N/A	
	139	CARADIGM00009562	CARADIGM00009565	1/20/2015	Tina Mirkheshti	Ben Chronister	Email re: Pruitt Health - Patient Matching Discussion with attachment	N/A	52, 100	
	140	CARADIGM00009622	CARADIGM00009622	1/21/2015	Tina Mirkheshti	Joseph Papesch	Email re: Dev license billing at Pruitt	N/A	36, 401 Tab 8	
	141	CARADIGM00009595	CARADIGM00009597	1/21/2015	Tina Mirkheshti	Bernie May; Joseph Papesch; Sameer Bade; Tim Collins	Email re: Pruitt_Patient_Matching options FEEDBACK REQUESTED	N/A	N/A	
	142	Pruitt00001707	Pruitt00001707	1/22/2015	Jonathan Duvall	Ben Hurst	Email re: Cognizant	73	N/A	
	143	CARADIGM00010864	CARADIGM00010864	1/22/2015	Tamara Glover	Tina Mirkheshti; Tamara Glover	Email re: Conversation with Tina Mirkheshti	N/A	145	
	144	CARADIGM00009647	CARADIGM00009648	1/23/2015	Tina Mirkheshti	Sameer Bade; Bernie May; Tim Collins; Joseph Papesch	Email re: Pruitt Resolved!	N/A	33	
	145	CARADIGM00009665	CARADIGM00009667	1/23/2015	Bernie May	Tina Mirkheshti; Joseph Papesch	Email re: Pruitt Resolved!	N/A	34, 47	
	146	CARADIGM00009634	CARADIGM00009634	1/23/2015	Karen Chin Reasoner	Steve Shihadeh; Tim Collins; Tina Mirkheshti; Tamara Glover	Email re: Pruitt Resolved!	N/A	54, 101	
	147	CARADIGM00010304	CARADIGM00010305	1/23/2015			Caradigm Internal Report for Pruitt Health	N/A	81, 134	

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ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.	Defendant's Objection(s)
	148	Pruitt00001706	Pruitt00001706	1/26/2015	Jonathan Duvall	Crystal Bowens; McCarthy Boyd; Annette Salisbury; Kimberli Black; Sherry Johnson; Francine Rainer; Wendy Meinert; Daniel Wyman; Lisa Dickert; David Fraticelli; Tamara Glover	Email re: Caradigm-Clinical Start-up Planning	74	N/A	
	149	Pruitt00000151	Pruitt00000151	1/27/2015	Jonathan Duvall	Dan Martin; Jonathan Duvall	Email re: Conversation with Dan Martin	114	N/A	
	150	CARADIGM00019077	CARADIGM00019078	1/27/2015	Ben Chronister	Henner Carsten Dierks	Email re: Patient Matching at Pruitt or another customer site (RFC 226812)	N/A	56	
	151	CARADIGM00009730	CARADIGM00009730	1/28/2015	Tina Mirkheshti	Dan Martin; Jonathan Duvall; McCarthy Boyd	Email re: PruittHealth: Potential Dates - CIP Project Kick-Off Meeting	N/A	N/A	
	152	CARADIGM00009736	CARADIGM00009736	1/28/2015	Tina Mirkheshti	Christopher Winnyk; Sriram Devarakonda; Karen Chin Reasoner	Email re: PruittHealth: Change Order	N/A	84, 173, 207	
	153	CARADIGM00016166	CARADIGM00016166	1/28/2015	Christopher Winnyk	Tina Mirkheshti; Sriram Devarakonda; Karen Chin Reasoner	Email re: PruittHealth: Change Order	N/A	N/A	
	154	CARADIGM00009823	CARADIGM00009823	1/29/2015	Tina Mirkheshti	Karen Chin Reasoner	Email re: PruittHealth-Urgent	23	401, tab 12	
	155	Pruitt00001705	Pruitt00001705	1/29/2015	Jonathan Duvall	Tamara Glover; McCarthy Boyd	Email re: Status Call Today	75	N/A	
	156	CARADIGM00021404	CARADIGM00021404	1/29/2015	David Fraticelli	Jonathan Duvall; Tamara Glover; Tina Mirkheshti	Email re: Pruitt - Follow Up	N/A	N/A	
	157	CARADIGM00009814	CARADIGM00009815	1/29/2015	Tina Mirkheshti	Dan Martin	Email re: PruittHealth: Potential Dates - CIP Project Kick-Off Meeting	N/A	N/A	
	158	CARADIGM00010306	CARADIGM00010307	1/30/2015			Caradigm Internal Report for Pruitt Health	N/A	82	
	159	CARADIGM00014751	CARADIGM00014751	2/4/2015	Tamara Glover	Christopher Winnyk	Email re: PruittHealth: Update	N/A	219	
	160	Pruitt00010190	Pruitt00010190	2/5/2015	Jonathan Duvall	Dan Martin	Email re: Caradigm	115	N/A	
	161	CARADIGM00000690	CARADIGM00000690	2/5/2015	Tina Mirkheshti	Joseph Papesch	Email re: How are things tracking for Pruitt kickoff next week?	N/A	37	
	162	CARADIGM00009859	CARADIGM00009859	2/5/2015	Jonathan Duvall	Tamara Glover; McCarthy Boyd; Tina Mirkheshti; Dan Martin	Email re: Pruitt Weekly Status Calls	N/A	220	
	163	CARADIGM00022226	CARADIGM00022227	2/5/2015			Summary of PruittHealth Status	N/A	N/A	
	164	CARADIGM00009886	CARADIGM00009887	2/6/2015	Tina Mirkheshti	Karen Chin Reasoner	Email re: Pruitt update	24	N/A	
	165	CARADIGM00010341	CARADIGM00010342	2/6/2015			Caradigm Internal Report for Pruitt Health	N/A	83	
	166	CARADIGM00009888	CARADIGM00009889	2/9/2015	Tina Mirkheshti	Dan Martin	Email re: Defining Next Steps	25	N/A	
	167	Pruitt00001690	Pruitt00001696	2/9/2015	Jonathan Duvall	Dan Martin	Email re: Status Report and McKesson Environment Document	76	N/A	
	168	Pruitt00001197	Pruitt00001198	2/10/2015	Tina Mirkheshti	Jonathan Duvall; McCarthy Boyd	Email re: PruittHealth: Checking in	77	N/A	
	169	Pruitt00007437	Pruitt00007441	3/18/2015	Jonathan Duvall	Wendy Meinert; Francine Rainer; Daniel Wyman	Email re: Footprint of Equipment	80	N/A	
	170	CARADIGM00010047	CARADIGM00010047	3/26/2015	Tina Mirkheshti	Joseph Papesch	Email re: Morbid curiosity	N/A	N/A	

Attachment "G-1"
Plaintiff's Exhibit List

ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.	Defendant's Objection(s)
	171	Pruitt00010124	Pruitt00010135	3/30/2015	Ryan Beddingfield	Ryan Beddingfield	Email re: ELT	111	N/A	
	172	Pruitt00007366	Pruitt00007377	4/22/2015	Jonathan Duvall	Sherry Johnson; Crystal Bowens; Wendy Meinert; Annette Salisbury; Tracy Adams; Mitch Clary; Kevin Brennan; Shelly Moses; Aimee Pastore; Elizabeth Sergeant; Stephanie Good; John Bick; Alice Lambo; Jonathan Duvall; Lisa Dickert; Richard Bailey; Kevin Metz; Debra Harwell; Francine Rainer; Bret Hurst; Dan Martin; Phil Small; Daniel Wyman	Email re: Request for Proposals for PruittHealth's Skilled Nursing & Assisted Living her with attachments	81	N/A	
	173	Pruitt00009819	Pruitt00009820	8/25/2015	Mary Ousley	Daniel Wyman; Dan Martin; Phil Small; Neil Pruitt	Email re: EMR	N/A	N/A	
	174	N/A	N/A	8/27/2015			Answer and Counterclaims	116	N/A	
	175	N/A	N/A	10/28/2015			Pruitt's Responses to Caradigm's First Requests for Admission	N/A	N/A	
	176	N/A	N/A	10/28/2015			Pruitt's Responses to Caradigm's First Requests for Production	N/A	N/A	
	177	Pruitt00009806	Pruitt00009806	12/7/2015	Daniel Wyman	Neil Pruitt; Phil Small; Mary Ousley	Email re: EHR RFP	N/A	N/A	
	178	CARADIGM00025283	CARADIGM00025284	2/18/2016	Dan Martin	Joseph Papesch	Email re: Dinner next week? Tampa Monday or Tuesday?	N/A	N/A	
	179	N/A	N/A	6/10/2016			Notice of Deposition of Dan Martin as Rule 30(B)(6) Representative for Defendant PruittHealth, Inc.	88	N/A	
	180	N/A	N/A	5/30/2017			Order on the parties' motions for summary judgment [Dkt. 83]	N/A	N/A	
	181	CARADIGM00000001	CARADIGM00000001	N/A			Pruitt invoices history spreadsheet	N/A	107, 401 Tab 20	
	182	Pruitt00000204	Pruitt00000208		Dan Martin		Email re: Emailing: McKesson Businesses Use Case McCarthy, McKesson Businesses Use Case	63	N/A	
	183	N/A	N/A	8/15/2016			Affidavit of Ian Ratner and attached materials	N/A	N/A	
	184	N/A	N/A				Ratner Schedules Footnote Binder 1 of 1	N/A	400	
	185	CARADIGM00009125	CARADIGM00009127	11/19/2014	Katerina Polechronis	Tamara Glover; Tina Mirkheshti; Christopher Winnyk; Chanya Swartz	Email re: ZZ_RECUR_PENDING_MILESTONE-4437749.xls- Pruitt with attachment	N/A	401, Tab 9	
	186	CARADIGM00011451	CARADIGM00011451	1/23/2015	David Fraticelli	Tamara Glover; Sriram Devarakonda; Ray Kannan; Tina Mirkheshti	Email re: Pruitt resolved! - Patient Matching-reopen RFC	N/A	401, Tab 10	

Attachment "G-1"
Plaintiff's Exhibit List

ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.	Defendant's Objection(s)
	187	CARADIGM00011425	CARADIGM00011426	1/26/2015	David Fraticelli	Tamara Glover	Email re: Pruitt - For our discussion with attachment	N/A	401, Tab 19; 407	
	188	CARADIGM00018600	CARADIGM00018600	1/1/2016			Caradigm Salary Information	N/A	401, Tab 21	
	189	CARADIGM00018438	CARADIGM00018438	7/11/2013			Caradigm Invoice CAR0000001812	N/A	401, Tab 27	
	190	CARADIGM00018439	CARADIGM00018439	8/13/2013			Caradigm Credit Invoice CAR0000001964	N/A	401, Tab 28	
	191	CARADIGM00000002	CARADIGM00000002	1/23/2014			Caradigm Invoice CAR0000002839	N/A	401, Tab 29	
	192	CARADIGM00000003	CARADIGM00000004	2/20/2014			Caradigm Invoice CAR0000002954	N/A	401, Tab 30	
	193	CARADIGM00018440	CARADIGM00018440	3/7/2014			Caradigm Invoice CAR0000003049	N/A	401, Tab 31	
	194	CARADIGM00018442	CARADIGM00018442	5/12/2014			Caradigm Credit Invoice CAR0000003286	N/A	401, Tab 32	
	195	CARADIGM00000005	CARADIGM00000006	3/20/2014			Caradigm Invoice CAR0000003100	N/A	401, Tab 33	
	196	CARADIGM00000007	CARADIGM00000008	3/26/2014			Caradigm Invoice CAR0000003158	N/A	401, Tab 34	
	197	CARADIGM00018441	CARADIGM00018441	4/4/2014			Caradigm Invoice CAR0000003192	N/A	401, Tab 35	
	198	CARADIGM00018443	CARADIGM00018443	5/12/2014			Caradigm Credit Invoice CAR0000003287	N/A	401, Tab 36	
	199	CARADIGM00000009	CARADIGM00000009	4/17/2014			Caradigm Invoice CAR0000003227	N/A	401, Tab 37	
	200	CARADIGM00018444	CARADIGM00018444	6/19/2014			Caradigm Invoice CAR0000003572	N/A	401, Tab 38	
	201	CARADIGM00018445	CARADIGM00018445	6/19/2014			Caradigm Credit Invoice CAR0000003573	N/A	401, Tab 39	
	202	CARADIGM00007295	CARADIGM00007295	8/20/2014			Caradigm Credit Invoice CAR0000003870	N/A	401, Tab 40	
	203	CARADIGM00018446	CARADIGM00018446	8/21/2014			Caradigm Invoice CAR0000003857	N/A	401, Tab 41	
	204	CARADIGM00018448	CARADIGM00018448	8/21/2014			Caradigm Credit Invoice CAR0000003871	N/A	401, Tab 42	
	205	CARADIGM00018449	CARADIGM00018449	8/21/2014			Caradigm Invoice CAR0000003872	N/A	401, Tab 43	
	206	CARADIGM00018447	CARADIGM00018447	8/21/2014			Caradigm Credit Invoice CAR0000003868	N/A	401, Tab 44	
	207	CARADIGM00000011	CARADIGM00000011	9/5/2014			Caradigm Invoice CAR0000003900	N/A	401, Tab 45	
	208	CARADIGM00009127	CARADIGM00009127	11/19/2014			Caradigm Invoice CAR0000004261	N/A	401, Tab 46	
	209	CARADIGM00000012	CARADIGM00000012	12/5/2014			Caradigm Invoice CAR0000004294	N/A	401, Tab 47	
	210	CARADIGM00000013	CARADIGM00000013	12/5/2014			Caradigm Invoice CAR0000004366	N/A	401, Tab 48	
	211	CARADIGM00000014	CARADIGM00000014	12/8/2014			Caradigm Invoice CAR0000004399	N/A	401, Tab 49	

Attachment "G-1"
Plaintiff's Exhibit List

ADMITTED	TRIAL EXHIBIT NO.	BEGDOC	ENDDOC	DATE	FROM	TO	DESCRIPTION	P's DEPO EX. NO.	D's DEPO EX. NO.	Defendant's Objection(s)
	212	CARADIGM00000015	CARADIGM00000015	1/9/2015			Caradigm Invoice CAR0000004557	N/A	401, Tab 50	
	213	CARADIGM00000016	CARADIGM00000016	2/6/2015			Caradigm Invoice CAR0000004646	N/A	401, Tab 51	
	214	CARADIGM00000017	CARADIGM00000017	3/30/2015			Caradigm Invoice CAR0000004818	N/A	401, Tab 52	
	215	CARADIGM00000018	CARADIGM00000018	3/31/2015			Caradigm Invoice CAR0000004835	N/A	401, Tab 53	
	216	CARADIGM00000019	CARADIGM00000019	4/10/2015			Caradigm Invoice CAR0000004871	N/A	401, Tab 54	
	217	CARADIGM00000020	CARADIGM00000020	5/8/2015			Caradigm Invoice CAR0000004977	N/A	401, Tab 55	
	218	CARADIGM00000021	CARADIGM00000021	6/4/2015			Caradigm Invoice CAR0000005064	N/A	401, Tab 56	
	219	CARADIGM00000022	CARADIGM00000022	6/4/2015			Caradigm Invoice CAR0000005125	N/A	401, Tab 57	
	220	CARADIGM00000023	CARADIGM00000023	7/10/2015			Caradigm Invoice CAR0000005312	N/A	401, Tab 58	
	221	CARADIGM00025106	CARADIGM00025106	12/28/2015			Caradigm Refund Adjustment OA-12873	N/A	401, Tab 59	
	222	CARADIGM00025107	CARADIGM00025107	7/27/2016			Pruitt Technical Task Plan - UpdateAllocation_daf	N/A	401, Tab 60	
	223	CARADIGM00025100	CARADIGM00025105				Pruitt Checks: 10/22/14, 12/17/14, 1/21/15, 2/18/15, 3/11/15	N/A	401, Tab 64	
	224	Intentionally Omitted								
	225	Intentionally Omitted								
	226	Intentionally Omitted								
	227	CARADIGM00025183	CARADIGM00025282	5/27/15-8/31/2017			Bondurant Mixson & Elmore Fees & Costs through August 31, 2017	N/A	N/A	
	228			9/1/2017 - Trial			Bondurant Mixson & Elmore Fees & Costs from September 1, 2017 forward (forthcoming at trial)	N/A	N/A	
							All other pleadings and discovery	N/A	N/A	
							Demonstratives for use at trial	N/A	N/A	
By listing a document on its exhibit list, plaintiff makes no concession of the document's admissibility or relevance.										
The plaintiff reserves the right to introduce at trial any documents listed by Defendant on its exhibit list.										
The plaintiff reserves the right to introduce at trial additional documents for impeachment or rebuttal, the need for which cannot be reasonably foreseen at this this time.										
The plaintiff reserves the right to amend their exhibit list to include any documents produced after the filing of the proposed pretrial order.										
Defendant to begin numbering its trial exhibits at 300										

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,

Plaintiff,

v.

PRUITTHEALTH, INC.,

Defendant.

CIVIL ACTION

FILE NO.: 1:15-cv-2504-SCJ

**ATTACHMENT “G-2”
DEFENDANT’S TRIAL EXHIBIT LIST**

Defendant provides this list of all documentary and physical evidence that will be tendered at trial unless solely for impeachment.

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	300	Cloud Services Agreement Policy	CARADIGM 00022408-16		
	301	Dec. 5, 2014 e-mail from T. Glover to J. Duvall and M. Boyd	Pruitt000006 45-79		
	302	Jan. 15, 2015 e-mail from J. Duvall to T. Glover and D. Fraticelli	Pruitt000017 57-64		
	303	Mar. 18, 2012 Letter from J. Papesch to D. Martin	CARADIGM 00000221-23		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	304	March 30, 2012 Microsoft-UHS-Pruitt Presentation	CARADIGM 00023445-47, 55-62		
	305	Oct. 30, 2012 UHS-Pruitt Pricing Proposal – Draft for Discussion	Pruitt000053 35-42		
	306	Pre-Feb. 2013 meeting internal Caradigm e-mail	CARADIGM 00012795-834		
	307	Feb. 27, 2013 e-mail from J. Papesch to D. Martin	CARADIGM 00001040-41		
	308	Mar. 15, 2013 C. Winnyk e-mail to J. Papesch	CARADIGM 00016441		
	309	Jan. 22, 2015 e-mail from S. Shihadeh to T. Mirkheshti and J. Papesch	CARADIGM 00009627		
	310	June 24, 2013 e-mail from J. Papesch to C. Winnyk	CARADIGM 00016340		
	311	Oct. 25, 2013 e-mail from S. Shihadeh to J. Papesch	CARADIGM 00024209		
	312	Oct. 27, 2014 PowerPoint presentation by S. Bade and T. Mirkheshti	CARADIGM 00012216-55		
	313	Nov. 29, 2014 e-mail from T. Mirkheshti to J. Duvall and M. Boyd	Pruitt000012 95-97		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	314	Jan. 12, 2015 e-mail from T. Mirkheshti to J. Papesch	CARADIGM 00009467		
	315	Jan. 12, 2015 e-mail from J. Papesch to T. Mirkheshti	CARADIGM 00009430-36		
	316	Jan. 16, 2015 e-mails between B. May and D. Fraticelli	CARADIGM 00002084		
	317	Jan. 23, 2015 e-mails from S. Bade to B. May and T. Mirkheshti	CARADIGM 00009647-48		
	318	Jan. 23, 2015 e-mail from B. May to T. Mirkheshti	CARADIGM 00009665-67		
	319	Mar. 12, 2015 e-mail from B. Chronister to S. Devarakonda, N. Singh, H.C. Dierks and M. Robinson	CARADIGM 00019112		
	320	Jan. 21, 2015 e-mail from T. Mirkheshti to J. Papesch	CARADIGM 00009622		
	321	Feb. 5, 2015 PruittHealth Status	CARADIGM 00022226-27		
	322	Feb. 15, 2013 PowerPoint presentation	CARADIGM 00000542-80		
	323	Mar. 7, 2013 PowerPoint presentation	CARADIGM 00000362-70		
	324	Jan. 5, 2015 e-mail from B. Chronister to T. Mirkheshti	CARADIGM 00012697-98		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	325	Jan. 21, 2015 e-mail from B. May to T. Mirkheshti	CARADIGM 00013024-26		
	326	Jan. 5, 2015 e-mail from T. Mirkheshti to D. Fraticelli	CARADIGM 00009322		
	327	Dec. 19, 2014 e-mail from B. Chronister to D. Fraticelli	CARADIGM 00019121-22		
	328	Dec. 19, 2014 e-mail from B. Chronister to T. Mirkheshti	CARADIGM 00009324-25		
	329	Jan. 6, 2015 e-mail from T. Glover to C Winnyk, S. Devarkonda, K.C. Reasoner, D. Fraticelli and T. Mirkheshti	CARADIGM 00009347-48		
	330	Jan. 5, 2015 e-mail from B. Chronister to T. Mirkheshti	CARADIGM 00009562-66		
	331	Dec. 19, 2014 e-mail from B. Chronister to H.C. Dierks	CARADIGM 00019131-32		
	332	Jan. 23, 2015 e-mail from KC Reasoner to S. Shihadeh and Tim Collins	CARADIGM 00009634		
	333	Jan. 8, 2015 email from H.C. Dierks to D. Fraticelli	CARADIGM 00011413-14		
	334	Jan. 27, 2015 e-mail from H.C. Dierks to B. Chronister	CARADIGM 00019077-78		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	335	Presentation	CARADIGM 00000219-20		
	336	Apr. 5, 2013 e-mail from J. Papesch to D. Martin and C. Bryson	CARADIGM 00022336-74		
	337	June 11, 2013 e-mail from E. Kendall to D. Martin	CARADIGM 00023267-73		
	338	Backgrounder on Pruitt	CARADIGM 00001189-99		
	339	July 10, 2013 Sales to Services Handover from J. Papesch	CARADIGM 0000015309-29		
	340	CIP Implementation Methodology Phases Overview, June 2013	CARADIGM 00000344-52		
	341	Aug. 18, 2014 Project Review	CARADIGM 00007111-13		
	342	Dec. 9, 2014 e-mail from D. Fraticelli to S. Devarakonda	CARADIGM 00011671		
	343	Jan. 9, 2015 e-mail from T. Glover to J. Duvall and M. Boyd	CARADIGM 00009392		
	344	Sept. 19, 2014 e-mail from T. Mirkheshti to J. Duvall	CARADIGM 00007779		
	345	July 9, 2014 IM messages between D. Fraticelli and A. Clarke	CARADIGM 00020913		
	346	July 9, 2014 e-mail from T. Mirkheshti to T. Gunther	CARADIGM 00005098-101		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	347	Dec. 12, 2014 IM messages between T. Glover and D. Fraticelli	CARADIGM 00020831		
	348	Jan. 8, 2015 e-mail from H.C. Dierks to D. Fraticelli	CARADIGM 00011505		
	349	Jan. 22, 2015 e-mail from D. Fraticelli to S. Devarakonda, T. Glover, and T. Mirkheshti	CARADIGM 00018558-59		
	350	Jan. 16, 2015 e-mail from D. Fraticelli to J. Duvall	CARADIGM 00021405-06		
	351	PruittHealth Billing Summary	CARADIGM 00000001		
	352	Feb. 10, 2015 e-mail from T. Mirkheshti to M. Simpson, S. Shihadeh, M. Robinson and K.C. Reasoner	CARADIGM 00022244-48		
	353	Dec. 16, 2014 e-mail from J. Duvall to T. Glover	CARADIGM 00014669		
	354	Dec. 10, 2014 e-mail from T. Glover to C. Winnyk	CARADIGM 00011190		
	355	Dec. 9, 2014 IM messages between T. Glover and D. Fraticelli	CARADIGM 00020837-38		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	356	Dec. 12, 2014 IM messages between T. Glover and C. Winnyk	CARADIGM 00010902		
	357	Dec. 12, 2014 e-mail D. Fraticelli to R. Kannan and S. Devarakonda	CARADIGM 00011649		
	358	Jan. 20, 2015 Project Review	CARADIGM 00009567-70		
	359	Jan. 26, 2015 e-mails between T. Glover and T. Mirkheshti	CARADIGM 00009698		
	360	Internal Report for PruittHealth by Tamara Glover	CARADIGM 00010304-05		
	361	Internal Report for PruittHealth by Tamara Glover	CARADIGM 00010335-37		
	362	Jan. 6, 2015 e-mail from T. Glover to D. Wyman and D. Martin	Pruitt000005 29-30		
	363	Jan. 12, 2015 e-mail from T. Glover to D. Fraticelli and T. Mirkheshti	CARADIGM 00009418-19		
	364	Jan. 12, 2015 Project Review	CARADIGM 00009425-29		
	365	Jan. 15, 2015 e-mail T. Glover to M. Robinson and K.C. Reasoner	CARADIGM 00018501-03		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	366	Jan. 16, 2015 e-mail from S. Devarakonda to D. Fraticelli, T. Glover and T. Mirkheshti	CARADIGM 00018514-16		
	367	Jan. 22, 2015 IM exchange between T. Mirkheshti and T. Glover	CARADIGM 00010864		
	368	Jan. 28, 2015 e-mail from T. Mirkheshti to C. Winnyk and S. Devarakonda	CARADIGM 00009736-37		
	369	Jan. 5, 2015 e-mail from T. Mirkheshti to B. Chronister	CARADIGM 00009319-20		
	370	Jan. 13, 2015 e-mail from T. Mirkheshti to S. Shihadeh	CARADIGM 00003710		
	371	Jan 14, 2015 e-mail from T. Mirkheshti to K.C. Reasoner	CARADIGM 00009474		
	372	Jan. 14, 2015 e-mail from T. Mirkheshti to KC Reasoner	CARADIGM 00009485-8		
	373	Jan. 15, 2015 e-mail from T. Mirkheshti to B. May	CARADIGM 00009504-05		
	374	Jan 26, 2015 e-mail from T. Mirkheshti to S. Devarakonda	CARADIGM 00009680-83		
	375	Mar. 13, 2013 e-mail	CARADIGM 00021896-920		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	376	Mar. 15, 2013 e-mail from J. Papesch to N. Pruitt	CARADIGM 00022407-55		
	377	June 24, 2013 e-mail from J. Papesch to M. Meighan	CARADIGM 00000852-64		
	378	June 24, 2013 text message conversation between C. Winnyk and J. Papesch	CARADIGM 00014227-29		
	379	Mar. 13, 2013 e-mail from S. Devarakonda to C. Winnyk and M. Hopmere	CARADIGM 00016484		
	380	Oct. 27, 2014 e-mail from C. Winnyk to J. Duvall and M. Boyd	Pruitt000013 50-51		
	381	Dec. 4, 2014 Meeting OneNote entry	CARADIGM 00014147-48		
	382	Dec. 19, 2014 IM between T. Glover and C. Winnyk	CARADIGM 00014288-89		
	383	Oct. 3, 2014 e-mail from J. Duvall to T. Mirkheshti	Pruitt000032 39-44		
	384	June 30, 2014 e-mail from J. Duvall to T. Mirkheshti and M. Boyd	CARADIGM 00004466-69		
	385	July 9, 2014 e-mail from T. Mirkheshti to J. Duvall, M. Boyd and R. Bailey	Pruitt000035 26-31		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	386	June 10, 2015 Amalga Write-Up	Pruitt000713 3-35		
	387	Nov. 13, 2012 e-mail	Pruitt000053 35-42		
	388	Todd Gunther One Note	CARADIGM 00012025-99		
	389	Aug. 15, 2014 e-mail from J. Duvall to D. Fraticelli	Pruitt000007 46		
	390	July 21, 2014 FrameworkPatient Demographics.xlsx	CARADIGM 00025016		
	391	July 16, 2014 LTCRes6mos.xlsx	CARADIGM 00025017		
	392	Caradigm Intelligence Platform Datasheet	CARADIGM 00016857-59		
	393	Pruitt – CIP Implementation – McKesson Business Unit Use Case	CARADIGM 00019847-51		
	394	Nov. 14, 2014 e-mail from D. Fraticelli to J. Duvall and M. Boyd	Pruitt000013 00-18		
	395	Dec. 18, 2014 e-mail from B. Nerzig to S. Devarakonda, D. Fraticelli and R. Kannan	CARADIGM 00020576-77		
	396	Mar. 5, 2015 e-mail from T. Mirkheshti to P. Patel and K. Lemos	CARADIGM 00022285-87		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	397	Aug. 5, 2014 e-mail from K. Polechronis to T. Mirkheshti and others	CARADIGM 00006294-360		
	398	July 14, 2014 e-mail from T. Foltz to C. Winnyk, T. Mirkheshti, T. Gunther and others	CARADIGM 00004950-54		
	399	July 15, 2014 e-mail from T. Mirkheshti to T. Poole and C. Swartz	CARADIGM 0004958-63		
	400	InitPatMatching.sql	CARADIGM 00019606-09		
	401	GET_OID.sql	CARADIGM 00019599-603		
	402	Query_From_Kurt.sql	CARADIGM 00019769		
	403	Cloud Services Policy Rev. 6, June 2014	CARADIGM 00000059-66		

- Defendant includes in its Exhibit List all other pleadings filed and discovery served in this action.
- Defendant includes demonstratives for use at trial.
- By listing a document on its exhibit list, Defendant makes no concession as to the document's admissibility or relevance.
- Defendant reserves the right to introduce at trial any documents listed by Plaintiff on its exhibit list.

- Defendant reserves the right to introduce at trial additional documents for impeachment or rebuttal, the need for which cannot be reasonably foreseen by Defendant at this time.
- Defendant reserves the right to amend its exhibit list to include any documents produced after the filing of the proposed pretrial order.
- Defendant reserves the right to amend its exhibit list based upon rulings by the Court on pending motions.

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,)	
)	
Plaintiff,)	
	)	CIVIL ACTION
v.)	
	)	FILE NO.: 1:15-cv-2504-SCJ
PRUITTHEALTH, INC.,)	
f/k/a UHS-PRUITT CORP.,)	
)	
Defendant.)	

**ATTACHMENT “I-1”
Plaintiff’s Proposed Verdict Form**

WE, THE JURY, FIND AS FOLLOWS:

1. The amount of Caradigm USA LLC’s (“Caradigm”) damages from
PruittHealth, Inc.’s (“PruittHealth’s”) breach of contract is
\$_____.

2. Should Caradigm be awarded interest based on the terms of the parties’ contract
as a result of PruittHealth’s breach?

___ Yes ___ No

If yes, the amount of interest PruittHealth owes is:

\$_____.

3. Should Caradigm be awarded prejudgment interest under Georgia law as a result of PruittHealth's breach?

___ Yes ___ No

If yes, the amount of interest PruittHealth owes is:

\$_____.

4. Should Caradigm be awarded reasonable attorneys' fees and expenses as a result of PruittHealth's breach of contract?

___ Yes ___ No

If yes, the amount of attorneys' fees and expenses PruittHealth owes is:

\$_____.

SO SAY WE ALL, this _____ day of _____, _____.

FOREPERSON

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,

Plaintiff,

v.

PRUITTHEALTH, INC.,

Defendant.

CIVIL ACTION

FILE NO.: 1:15-cv-2504-SCJ

ATTACHMENT “I-2”
DEFENDANT’S PROPOSED JURY SPECIAL VERDICT FORM

Subject to the Court’s ruling on Doc. 94 and any motions for judgment as a matter of law that may be filed, Defendant proposes the following Jury Special Verdict Form.

CERTIFICATION

You have now reached the end of the verdict form and should review it to ensure it accurately reflects your unanimous determinations. The Jury Foreperson should then sign and date the verdict form in the spaces below and notify the Bailiff that you have reached a verdict. The Jury Foreperson should bring this signed and dated Special Verdict Form into the courtroom to return the Jury’s Verdict.

WE, THE JURY, FIND AS FOLLOWS:

1. Has Caradigm USA LLC (“Caradigm”) proved damages proximately caused by
PruittHealth, Inc.’s (“PruittHealth”) breach of contract to a reasonable certainty?

___ Yes ___ No

Only if yes, the amount of Caradigm's damages proximately caused by
PruittHealth's breach of contract proved to a reasonable certainty by Caradigm is
\$_____.

2. Is Caradigm entitled to recover its reasonable costs and attorneys' fees under
Paragraph 10 of the Cloud Services Agreement relating to the collection of past
due amounts?

___ Yes ___ No

Only if yes, the amount of costs and attorneys' fees Caradigm has proved to a
reasonable certainty it is entitled to recover under Paragraph 10 of the Cloud
Services Agreement is \$_____.

SO SAY WE ALL, this _____ day of _____, _____.

FOREPERSON

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,

Plaintiff,

v.

PRUITTHEALTH, INC.,

Defendant.

CIVIL ACTION

FILE NO.: 1:15-cv-2504-SCJ

**ATTACHMENT “J-1”
PLAINTIFF’S OBJECTIONS TO
DEFENDANT’S EXHIBIT LIST**

Plaintiff hereby lists its objections to Defendant’s October 16, 2017 list (Attachment “G-2”) of all documentary and physical evidence that will be tendered at trial unless solely for impeachment.

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	300	Cloud Services Agreement Policy	CARADIGM0022408-16		relevance; FRE 403
	301	Dec. 5, 2014 e-mail from T. Glover to J. Duvall & M. Boyd	Pruitt00000645-79		
	302	Jan. 15, 2015 e-mail from J. Duvall to T. Glover & D. Fraticelli	Pruitt00001757-64		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	303	Mar. 18, 2012 Letter from J. Papesch to D. Martin	CARADIGM0000221-223		relevance; FRE 403
	304	March 30, 2012 Microsoft-UHS-Pruitt Presentation	CARADIGM00023445-47, 55-62		relevance; FRE 403
	305	Oct. 30, 2012 UHS-Pruitt Pricing Proposal – Draft for Discussion	Pruitt00005335-42		relevance; FRE 403
	306	Pre-Feb. 2013 meeting internal Caradigm e-mail	CARADIGM00012795-834		relevance; FRE 403
	307	Feb. 27, 2013 e-mail from J. Papesch to D. Martin	CARADIGM00001040-41		relevance; FRE 403
	308	Mar. 15, 2013 C. Winnyk e-mail to J. Papesch	CARADIGM00016441		relevance; FRE 403
	309	Jan. 22, 2015 e-mail from S. Shihadeh to T. Mirkheshti and J. Papesch	CARADIGM00009627		relevance
	310	June 24, 2013 e-mail from J. Papesch to C. Winnyk	CARADIGM00016340		relevance
	311	Oct. 25, 2013 e-mail from S. Shihadeh to J. Papesch	CARADIGM00024209		
	312	Oct. 27, 2014 PowerPoint presentation by S. Bade and T. Mirkheshti	CARADIGM00012216-255		
	313	Nov. 29, 2014 e-mail from T. Mirkheshti to J. Duvall and M. Boyd	Pruitt00001295-97		

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	314	Jan. 12, 2015 e-mail from T. Mirkheshti to J. Papesch	CARADIGM 00009467		relevance; FRE 403
	315	Jan. 12, 2015 e-mail from J. Papesch to T. Mirkheshti	CARADIGM0 0009430-36		relevance
	316	Jan. 16, 2015 e-mails between B. May and D. Fraticelli	CARADIGM0 0002084		relevance; hearsay
	317	Jan. 23, 2015 e-mails from S. Bade to B. May and T. Mirkheshti	CARADIGM0 0009647-48		relevance
	318	Jan. 23, 2015 e-mail from B. May to T. Mirkheshti	CARADIGM0 0009665-67		relevance; hearsay
	319	Mar. 12, 2015 e-mail from B. Chronister to S. Devarakonda, N. Singh, H.C. Dierks, and M. Robinson	CARADIGM0 0019112		relevance; FRE 407
	320	Jan. 21, 2015 e-mail from T. Mirkheshti to J. Papesch	CARADIGM0 0009622		
	321	Feb. 5, 2015 PruittHealth Status	CARADIGM0 0022226-27		
	322	Feb. 15, 2013 PowerPoint presentation	CARADIGM0 0000542-80		relevance
	323	Mar. 7, 2013 PowerPoint presentation	CARADIGM0 0000362-70		relevance; FRE 403
	324	Jan. 5, 2015 e-mail from B. Chronister to T. Mirkheshti	CARADIGM 00012697-98		relevance;

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	325	Jan. 21, 2015 e-mail from B. May to T. Mirkheshti	CARADIGM00013024-26		relevance; hearsay
	326	Jan. 5, 2015 e-mail from T. Mirkheshti to D. Fraticelli	CARADIGM00009322		relevance
	327	Dec. 19, 2014 e-mail from B. Chronister to D. Fraticelli	CARADIGM00019121-22		relevance
	328	Dec. 19, 2014 e-mail from B. Chronister to T. Mirkheshti	CARADIGM00009324-25		relevance
	329	Jan. 6, 2015 e-mail from T. Glover to C Winnyk, S. Devarkonda, KC Reasoner, D. Fraticelli, and T. Mirkheshti	CARADIGM00009347-48		relevance
	330	Jan. 5, 2015 e-mail from B. Chronister to T. Mirkheshti	CARADIGM00009562-66		relevance
	331	Dec. 19, 2014 e-mail from B. Chronister to H.C. Dierks	CARADIGM00019131-32		relevance
	332	Jan. 23, 2015 e-mail from KC Reasoner to S. Shihadeh, Tim Collins	CARADIGM00009634		relevance
	333	Jan. 8, 2015 email from H.C. Dierks to D. Fraticelli	CARADIGM00011413-14		relevance; hearsay
	334	Jan. 27, 2015 e-mail from H.C. Dierks to B. Chronister	CARADIGM00019077-78		relevance

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	335	Presentation	CARADIGM0000219-20		relevance; hearsay; FRE 403
	336	Apr. 5, 2013 e-mail from J. Papesch to D. Martin & C. Bryson	CARADIGM00022336-74		relevance; FRE 403
	337	June 11, 2013 e-mail from E. Kendall to D. Martin	CARADIGM00023267-73		relevance
	338	Backgrounder on Pruitt	CARADIGM0001189-99		relevance
	339	July 10, 2013 Sales to Services Handover from J. Papesch	CARADIGM000015309-29		
	340	CIP Implementation Methodology Phases Overview, June 2013	CARADIGM0000344-52		relevance
	341	Aug. 18, 2014 Project Review	CARADIGM0007111-13		relevance
	342	Dec. 9, 2014 e-mail from D. Fraticelli to S. Devarakonda	CARADIGM0011671		relevance
	343	Jan. 9, 2015 e-mail from T. Glover to J. Duvall and M. Boyd	CARADIGM00009392		relevance
	344	Sept. 19, 2014 e-mail from T. Mirkheshti to J. Duvall	CARADIGM0007779		relevance
	345	July 9, 2014 IM messages between D. Fraticelli and A. Clarke	CARADIGM0020913		relevance
	346	July 9, 2014 e-mail from T. Mirkheshti to T. Gunther	CARADIGM0005098-101		relevance

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	347	Dec. 12, 2014 IM messages between T. Glover and D. Fraticelli	CARADIGM00020831		relevance
	348	Jan. 8, 2015 e-mail from H.C. Dierks to D. Fraticelli	CARADIGM00011505		relevance
	349	Jan. 22, 2015 e-mail from D. Fraticelli to S. Devarakonda, T. Glover, & T. Mirkheshti	CARADIGM00018558-59		relevance
	350	Jan. 16, 2015 e-mail from D. Fraticelli to J. Duvall	CARADIGM00021405-06		relevance
	351	PruittHealth Billing Summary	CARADIGM000000001		
	352	Feb. 10, 2015 e-mail from T. Mirkheshti to M. Simpson, S. Shihadeh, M. Robinson, KC Reasoner	CARADIGM00022244-48		
	353	Dec. 16, 2014 e-mail from J. Duvall to T. Glover	CARADIGM00014669		relevance
	354	Dec. 10, 2014 e-mail from T. Glover to C. Winnyk	CARADIGM00011190		relevance
	355	Dec. 9, 2014 IM messages between T. Glover and D. Fraticelli	CARADIGM00020837-38		relevance
	356	Dec. 12, 2014 IM messages between T. Glover and C. Winnyk	CARADIGM00010902		relevance
	357	Dec. 12, 2014 e-mail D. Fraticelli to R. Kannan and S. Devarakonda	CARADIGM00011649		relevance

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	358	Jan. 20, 2015 Project Review	CARADIGM0009567-70		
	359	Jan. 26, 2015 e-mails between T. Glover and T. Mirkheshti	CARADIGM0009698		relevance
	360	Internal Report for PruittHealth by Tamara Glover	CARADIGM00010304-5		
	361	Internal Report for PruittHealth by Tamara Glover	CARADIGM00010335-7		relevance
	362	Jan. 6, 2015 e-mail from T. Glover to D. Wyman and D. Martin	Pruitt00000529-30		
	363	Jan. 12, 2015 e-mail from T. Glover to D. Fraticelli & T. Mirkheshti	CARADIGM00009418-19		relevance
	364	Jan. 12, 2015 Project Review	CARADIGM00009425-29		
	365	Jan. 15, 2015 e-mail T. Glover to M. Robinson and KC Reasoner	CARADIGM00018501-3		relevance
	366	Jan. 16, 2015 e-mail from S. Devarakonda to D. Fraticelli, T. Glover, and T. Mirkheshti	CARADIGM00018514-16		relevance
	367	Jan. 22, 2015 IM exchange between T. Mirkheshti and T. Glover	CARADIGM00010864		relevance
	368	Jan. 28, 2015 e-mail from T. Mirkheshti to C. Winnyk and S. Devarakonda	CARADIGM00009736-7		relevance

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	369	Jan. 5, 2015 e-mail from T. Mirkheshti to B. Chronister	CARADIGM0009319-20		relevance
	370	Jan. 13, 2015 e-mail from T. Mirkheshti to S. Shihadeh	CARADIGM00003710		relevance
	371	Jan 14, 2015 e-mail from T. Mirkheshti to K.C. Reasoner	CARADIGM00009474		relevance
	372	Jan. 14, 2015 e-mail from T. Mirkheshti to KC Reasoner	CARADIGM00009485-8		relevance; FRE 403
	373	Jan. 15, 2015 e-mail from T. Mirkheshti to B. May	CARADIGM00009504-05		relevance; hearsay
	374	Jan 26, 2015 e-mail from T. Mirkheshti to S. Devarakonda	CARADIGM00009680-83		relevance
	375	Mar. 13, 2013 e-mail	CARADIGM00021896-920		relevance; FRE 403
	376	Mar. 15, 2013 e-mail from J. Papesch to N. Pruitt	CARADIGM00022407-55		relevance; FRE 403
	377	June 24, 2013 e-mail from J. Papesch to M. Meighan	CARADIGM00000852-64		relevance
	378	June 24, 2013 text message conversation between C. Winnyk and J. Papesch	CARADIGM00014227-29		relevance; FRE 403
	379	Mar. 13, 2013 e-mail from S. Devarakonda to C. Winnyk & M. Hopmere	CARADIGM00016484		relevance; FRE 403

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	380	Oct. 27, 2014 e-mail from C. Winnyk to J. Duvall and M. Boyd	Pruitt00001350-1		
	381	Dec. 4, 2014 Meeting OneNote entry	CARADIGM00014147-8		relevance; FRE 403
	382	Dec. 19, 2014 IM between T. Glover and C. Winnyk	CARADIGM00014288-9		relevance; FRE 403; hearsay
	383	Oct. 3, 2014 e-mail from J. Duvall to T. Mirkheshti	Pruitt00003239-44		relevance; hearsay
	384	June 30, 2014 e-mail from J. Duvall to T. Mirkheshti and M. Boyd	CARADIGM00004466-9		relevance
	385	July 9, 2014 e-mail from T. Mirkheshti to J. Duvall, M. Boyd, R. Bailey	Pruitt00003526-31		relevance
	386	June 10, 2015 Amalga Write-Up	Pruitt0007133-5		relevance; hearsay
	387	Nov. 13, 2012 e-mail	Pruitt00005335-42		relevance; FRE 403
	388	Todd Gunther One Note	CARADIGM00012025-99		relevance; FRE 403; hearsay
	389	Aug. 15, 2014 e-mail from J. Duvall to D. Fraticelli	Pruitt00000746		relevance
	390		CARADIGM00025016		relevance; FRE 701
	391		CARADIGM00025017		relevance; FRE 701
	392		CARADIGM00016857-59		relevance; FRE 403

	Defendant Exhibit No.	Document	Bates No.	Date Admitted	Objection
	393		CARADIGM0019847-51		relevance
	394		Pruitt00001300-18		relevance
	395		CARADIGM00020576-77		relevance
	396		CARADIGM000222285-87		relevance
	397		CARADIGM00006294-6360		relevance
	398		CARADIGM00004950-54		relevance
	399		CARADIGM0004958-63		relevance; FRE 403
	400		CARADIGM00019606-09		relevance; FRE 701
	401		CARADIGM00019599-603		relevance; FRE 701
	402		CARADIGM00019769		relevance; FRE 701
	403		CARADIGM00000059-66		

Plaintiff cannot predict how Defendant will seek to introduce or use the above-listed exhibits at trial and therefore reserves the right to object to the improper use of such exhibits.

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,

Plaintiff,

v.

PRUITTHEALTH, INC.,

Defendant.

CIVIL ACTION

FILE NO.: 1:15-cv-2504-SCJ

**ATTACHMENT “J-2”
DEFENDANT’S OBJECTIONS TO JOINT EXHIBITS
AND PLAINTIFF’S EXHIBIT LIST**

Subject to and without waiving other objections as to the admissibility of any exhibits included on the Joint Exhibit List and Plaintiff’s Exhibit List, Defendant provides this list of objections as to authenticity, privilege, competency, and, to the extent possible, relevancy of the exhibits listed. Defendant cannot predict how Plaintiff will seek to introduce or use the listed exhibits at trial and, therefore, reserves the right to object to the improper use of such exhibits.

	Trial Exhibit No.	Bates No.	Objection
	005	N/A	Defendant objects that the document is not relevant to the issue of damages.
	006	N/A	Defendant objects that the document is not relevant to the issue of damages.
	007	N/A	Defendant objects that the document is not relevant to the issue of damages.

	Trial Exhibit No.	Bates No.	Objection
	020	CARADIGM000 25076-84	Defendant objects to the document's authenticity and competency. Defendant further objects that the document is not relevant to the issue of damages.
	036	Pruitt00006545-48	Defendant objects that the document is not relevant to the issue of damages.
	037	Pruitt00004434	Defendant objects that the document is not relevant to the issue of damages.
	038	CARADIGM000 23498	Defendant objects that the document is not relevant to the issue of damages.
	040	Pruitt00004388	Defendant objects that the document is not relevant to the issue of damages.
	041	CARADIGM000 24398	Defendant objects that the document is not relevant to the issue of damages.
	042	Pruitt00004161-62	Defendant objects that the document is not relevant to the issue of damages.
	043	Pruitt00000016-17	Defendant objects that the document is not relevant to the issue of damages.
	046	Pruitt00000193	Defendant objects that the document is not relevant to the issue of damages.
	047	Pruitt00000220-25	Defendant objects that the document is not relevant to the issue of damages.
	048	Pruitt00006311-12	Defendant objects that the document is not relevant to the issue of damages.
	049	CARADIGM000 24339	Defendant objects that the document is not relevant to the issue of damages.
	052	Pruitt00003674-76	Defendant objects that the document is not relevant to the issue of damages.
	053	CARADIGM000 04314	Defendant objects that the document is not relevant to the issue of damages.
	057	Pruitt00000188-89	Defendant objects that the document is not relevant to the issue of damages.
	061	Pruitt00000187	Defendant objects that the document is not relevant to the issue of damages.
	070	Pruitt00001493-95	Defendant objects that the document is not relevant to the issue of damages.

	Trial Exhibit No.	Bates No.	Objection
	089	Pruitt00002066-67	Defendant objects that the document is not relevant to the issue of damages.
	090	Pruitt00001282-85	Defendant objects that the document is not relevant to the issue of damages.
	092	CARADIGM00014648	Defendant objects that the document is not relevant to the issue of damages.
	105	Pruitt00009643-49	Defendant objects that the document is not relevant to the issue of damages.
	106	Pruitt00009882-87	Defendant objects that the document is not relevant to the issue of damages.
	115	Pruitt00001223-24	Defendant objects that the document is not relevant to the issue of damages.
	116	Pruitt00000531-34	Defendant objects that the document is not relevant to the issue of damages.
	117	CARADIGM00011534-35	Defendant objects that the document is not relevant to the issue of damages.
	135	Pruitt00001740	Defendant objects that the document is not relevant to the issue of damages.
	136	Pruitt00009610-11	Defendant objects that the document is not relevant to the issue of damages.
	137	Pruitt00010187-89	Defendant objects that the document is not relevant to the issue of damages and contains privileged information.
	138	Pruitt00010191-93	Defendant objects that the document is not relevant to the issue of damages.
	142	Pruitt00001707	Defendant objects that the document is not relevant to the issue of damages.
	148	Pruitt00001706	Defendant objects that the document is not relevant to the issue of damages.
	149	Pruitt00000151	Defendant objects that the document is not relevant to the issue of damages.
	153	CARADIGM00016166-67	Defendant objects that the document is not relevant to the issue of damages.
	154	CARADIGM00009823	Defendant objects that the document is not relevant to the issue of damages.
	155	Pruitt00001705	Defendant objects that the document is not relevant to the issue of damages.

	Trial Exhibit No.	Bates No.	Objection
	157	CARADIGM000 09814-15	Defendant objects that the document is not relevant to the issue of damages.
	159	CARADIGM000 14751	Defendant objects that the document is not relevant to the issue of damages.
	160	Pruitt00010190	Defendant objects that the document is not relevant to the issue of damages and contains privileged information.
	161	CARADIGM000 00690	Defendant objects that the document is not relevant to the issue of damages.
	162	CARADIGM000 09859	Defendant objects that the document is not relevant to the issue of damages.
	164	CARADIGM000 09886-87	Defendant objects that the document is not relevant to the issue of damages.
	165	CARADIGM000 10341-42	Defendant objects that the document is not relevant to the issue of damages.
	166	CARADIGM000 09888-89	Defendant objects that the document is not relevant to the issue of damages.
	167	Pruitt00001690-96	Defendant objects that the document is not relevant to the issue of damages.
	168	Pruitt00001197-98	Defendant objects that the document is not relevant to the issue of damages.
	169	Pruitt00007437-41	Defendant objects that the document is not relevant to the issue of damages.
	170	CARADIGM000 10047	Defendant objects that the document is not relevant to the issue of damages.
	171	Pruitt00010124-35	Defendant objects that the document is not relevant to the issue of damages.
	172	Pruitt00007366-77	Defendant objects that the document is not relevant to the issue of damages.
	173	Pruitt00009819-20	Defendant objects that the document is not relevant to the issue of damages.
	177	Pruitt00009806	Defendant objects that the document is not relevant to the issue of damages.
	178	CARADIGM000 25283-84	Defendant objects that the document is not relevant to the issue of damages.
	182	Pruitt00000204-08	Defendant objects that the document is not relevant to the issue of damages.

	Trial Exhibit No.	Bates No.	Objection
	183	Affidavit of Ian Ratner and attached materials	Defendant objects to the competency of the documents and Mr. Ratner's testimony.
	184	Ratner Schedules Footnote Binder 1 of 1	Defendant objects to the competency of the documents and Mr. Ratner's testimony.

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,

Plaintiff,

v.

PRUITTHEALTH, INC.,

Defendant.

CIVIL ACTION

FILE NO.: 1:15-cv-2504-SCJ

**ATTACHMENT “K-1”
PLAINTIFF’S DEPOSITION DESIGNATIONS**

Deposition of Benjamin Chronister taken on June 30, 2016.

BEGIN PAGE:LINE	END PAGE:LINE
Chronister, Benjamin	
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**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARADIGM USA LLC,

Plaintiff,

v.

PRUITTHEALTH, INC.,

Defendant.

CIVIL ACTION

FILE NO.: 1:15-cv-2504-SCJ

**ATTACHMENT “K-2”
DEFENDANT’S DEPOSITION DESIGNATIONS**

Deposition of Joseph Papesch taken on May 17, 2016.

Designations	Cross Designations/Objections
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60:3-61:15	
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Designations	Cross Designations/Objections
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Deposition of Sameer Bade taken on June 27, 2016.

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61:20-25	
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118:24-119:2	
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Designations	Cross Designations/Objections
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148:14-149:3	
149:6-11	

Deposition of Benjamin Chronister taken on June 30, 2016.

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Deposition of Tamara Glover taken on July 20, 2016.

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153:8-155:3	
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Deposition of Tina W. Mirkheshti taken on July 26, 2016.

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126:4-20	
130:18-131:16	
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253:13-254:20	
255:11-256:16	
256:20-257:11	
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264:5-265:17	
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Designations	Cross Designations/Objections
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Deposition of Chris A. Winnyk taken on October 5, 2016.

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